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ABSTRACT

This document presents the agreement between the City University of New York (CUNY) and the Professional Staff Congress (PSC) of CUNY, which represents the instructional staff of the institution. The five-year agreement is detailed in 42 articles which address: recognition; CUNY-PSC relationships; unit stability; check-off and agency shop; information and date; a reassigned time; organizational use of facilities; nondiscrimination; appointment and reappointment; schedule for notification of reappointment and non-reappointment; classification of titles; certificate of continuous employment; multiple-year appointments for higher education officers; leaves and holidays; workload; temporary disability or parental leave; jury duty; professional evaluation; personnel files; complaint, grievance, and arbitration procedures; disciplinary actions; increased promotional opportunities; distinguished professorships; salary schedules; research fellowships and scholar incentive awards; welfare benefits; retirement; travel allowances; waiver of tuition fees; facilities and services; rehiring of persons who are discontinued; discontinuances; faculty development; medical series salary schedules; CUNY law school salary schedules; resident salaries; academic calendar; workers' compensation; occupational safety and health; educational technology; no strike pledge; legislative action; 1996-2000 financial provisions; and duration. Appendixes include pertinent sections of a workload settlement agreement and the Educational Opportunities Center agreement. (DB)

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ED 431 375

Professional Staff Congress/City University of New York

PSCcuny

AGREEMENT

between

PROFESSIONAL STAFF CONGRESS/CUNY
and the
CITY UNIVERSITY OF NEW YORK

February 1, 1996 - July 31, 2000

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CUNY/PROF. STAFF CONGRESS

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HE 032 164

THE CITY UNIVERSITY OF NEW YORK

AGREEMENT
between
THE CITY UNIVERSITY
OF NEW YORK
and the
PROFESSIONAL STAFF CONGRESS/CUNY
February 1, 1996 - July 31, 2000

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PREAMBLE

AGREEMENT entered into this 6th day of July 1998 by and between THE CITY UNIVERSITY OF NEW YORK (hereinafter referred to as "CUNY" or the "University"), and the PROFESSIONAL STAFF CONGRESS/CUNY (hereinafter referred to as the "PSC").

WITNESSETH: WHEREAS, CUNY has had a long-standing policy that there exists an academic community of interest within The City University of New York ("CUNY") and that such community of interest includes Instructional Staff, and

WHEREAS, CUNY has been recognized as a "Public Employer" consistent with the terms and provisions of the Public Employees' Fair Employment Act of the State of New York, and

WHEREAS, CUNY elected to come under the rules of procedure and regulations of the New York State Public Employment Relations Board, and

WHEREAS, a secret ballot election was conducted by the New York State Employment Relations Board, and

WHEREAS, the members of the Instructional Staff in the unit hereinafter set forth freely selected the PSC as their representative for the purposes of collective negotiations and the settlement of grievances, and

WHEREAS, CUNY and the PSC affirm collective bargaining as a process to be used for the improvement of the University, and

WHEREAS, CUNY and the PSC seek to maintain and encourage, in accordance with law, full freedom of inquiry, teaching, research and publication of results the parties subscribe to Academic Freedom for faculty members. The principles of Academic Freedom are recognized as applicable to other members of the Instructional Staff, to the
extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of academic policy.

NOW, THEREFORE, it is agreed:

ARTICLE 1
RECOGNITION

1.1 The PSC is recognized by The City University of New York for the effective period of this Agreement as the exclusive collective negotiating representative under the Public Employees' Fair Employment Act for the persons in the following titles:

Professor
Associate Professor
Assistant Professor
Adjunct Professor
Adjunct Associate Professor
Adjunct Assistant Professor
Adjunct Lecturer
Non-Teaching Adjunct (I-V)
Lecturer
Graduate Assistant ("A","B","C")
Instructor
Instructor (Nursing Science)
Research Associate
Research Assistant
Senior Registrar
Registrar
Associate Registrar
Assistant Registrar
Chief College Laboratory Technician
Senior College Laboratory Technician
College Laboratory Technician
Adjunct College Laboratory Technician
College Physician
Higher Education Officer
Higher Education Associate
Higher Education Assistant
Assistant to Higher Education Officer
Chairman of College Departments
Distinguished Professor
Substitute (full-time title)
University Professor

in the Hunter College Elementary School and Hunter College High School:

Chairman of Department
Teacher
Assistant Teacher
Substitute Teacher
Temporary Teacher
Guidance Counselor
Teacher of Library
College Laboratory Technician
Placement Director
Educational and Vocational Teacher
Teacher (Hourly)

and in the Early Childhood Centers: Teacher, Assistant Teacher.

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20.3, 24.3, 24.4, 26, 27, 34, 38, 39, 40, 41 and 42.

Medical Professor (Basic Sciences)
Associate Medical Professor (Basic Sciences)
Assistant Medical Professor (Basic Sciences)
Medical Professor (Clinical)
Associate Medical Professor (Clinical)
Assistant Medical Professor (Clinical)
Adjunct Medical Professor (Basic Sciences)
Adjunct Associate Medical Professor (Basic Sciences)
Adjunct Assistant Medical Professor (Basic Sciences)
Adjunct Medical Professor (Clinical)
Adjunct Associate Medical Professor (Clinical)
Adjunct Assistant Medical Professor (Clinical)

The following titles are included in the unit but excluded from the provisions of the Agreement with the exceptions of Articles 3, 4, 8, 20*, 20.3**, 23.1, 23.4, 24.3, 26, 27, 35, 38, 39, 40, 41, 42 and 43.

Law School Professor
Law School Associate Professor
Law School Assistant Professor
Law School Instructor
Law School Adjunct Professor
Law School Adjunct Associate Professor
Law School Adjunct Assistant Professor
Law School Non-Teaching Adjunct I, II, III
Law School Lecturer
Law School Library Professor
Law School Library Associate Professor
Law School Library Assistant Professor

*Effective February 1, 1994.
** Subsumed under Article 20 inclusion effective February 1, 1994.

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 20, section 20.3, 36, 38, 39, 40 and 41.

Resident Professor
Resident Associate Professor
Resident Assistant Professor
Resident Instructor
Resident Lecturer

The following title is included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 5, 7, 8, 17, 38, 39, 40 and 41.

Continuing Education Teacher

Employees in the following titles in the Educational Opportunity Centers are included in the unit but excluded from the provisions of the Agreement except as provided in the Supplemental Agreement attached hereto:

EOC Lecturer
EOC HEO Series
EOC Assistant Registrar
EOC College Laboratory Technician
EOC Adjunct Lecturer
EOC Adjunct College Laboratory Technician
EOC Substitute (full-time title) titles

The following title is included in the unit but excluded from the provisions of the Agreement with the exception of Articles 1, 3, 4, 8, 23, 24.3, 26, 38, 39, 40, 41, 42, 43, and 44:

Visiting (full-time title) one-half to full-time.

Employees in the following functions or titles are excluded:

Chancellor
Deputy Chancellor
Sr. Vice Chancellor for
  Facilities Planning,
  Construction, and
  Management
Vice Chancellor
President
Deputy to the President
Sr. Vice President
Vice President
Assistant Vice President
Dean
Associate Dean
Assistant Dean
Principal-Hunter College
  Elementary and High Schools
Director of Campus School
Executive Assistants to:
  The Board Chairman,
  Chancellor,
  Sr. Vice Chancellor for
  Facilities Planning,
  Construction, and
  Management
Deputy Chancellor,
Vice Chancellors,
College Presidents,
Sr. Vice President (a.),
Vice President (a.)
Chief Librarian
Director (b.)
Provost
Office of the Vice Chancellor
  For Faculty and Staff Relations
Office of the General Counsel
  of the Board of Trustees
  Labor Designees (c.)
Office of the Labor Designee (d.)
Affirmative Action Officer
Personnel Directors
Office of the Personnel
  Director (e.)
Administrative Series
Dean of CUNY Law School
Law School Chief Librarian
Dean of CUNY Medical School
Business Manager (f.)
Hunter College Campus Schools
  Assistant Principal
  (Administration) (g.)
Dean of Executive Search and
  Evaluation
University Office of Executive
  Search and Evaluation (h.)
Occupational Safety and Health
  Officer
Visiting (full-time title) less than
  one-half time

EOC Director, Associate Director, Assistant Director, Coordinator (I)

(a.) Not more than one excluded Executive Assistant per Vice President.
(b.) University Directors, SEEK and CD Directors, Educational Opportunity Center Directors, Student Center Directors, Public Relations Directors, Security Directors, and Directors of Continuing Education.
(c.) Not more than a number equal to two times the number of colleges, plus two (for the Central Office).
(d.) Not more than two members of the instructional staff in addition to the Labor Designee.
(e.) Not more than four members of the instructional staff in addition to the Personnel Director.
(f.) Not more than one per campus.
(g.) Not more than one per School.
(h.) Not more than two members of the instructional staff in addition to the Dean of Executive Search and Evaluation.
(i.) Number of Coordinators not to exceed those specified in contract between SUNY and the individual college.

1.2 It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees of The City University of New York, (hereinafter referred to as the "Board") or any University official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this Agreement, any changes or modifications shall be made only through negotiation and agreement with the PSC.

ARTICLE 2
CUNY-PSC RELATIONSHIPS

2.1 The parties agree to maintain the academic character of the University as an institution of higher education.

2.2 The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior Agreements and understandings. All Bylaws, policies and resolutions of the Board, and all Governance plans and practices of the Colleges and of the departments, as currently in effect, or as the same may be hereafter adopted, supplemented or amended, shall be subject to the said stated terms of this Agreement.

2.3 Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with a stated term of this Agreement.

2.4 The rights, functions and powers of the Board and its officers and agents, and of the officers of CUNY, under the applicable law of the State and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents, subject to the following:

(a) The Board shall supply the PSC with three copies of the Board's Bylaws and written policies. If there is an inconsistency or conflict between an existing Bylaw or policy of the Board and a stated term of this Agreement, the said term of this Agreement shall govern, and the Board shall promptly cause its Bylaws to be amended or repealed to conform therewith.

(b) The Board shall not adopt any new or amended Bylaws, policy or resolution which conflicts with a stated term of this Agreement. In the event any such Bylaw, policy or resolution is adopted by the Board, the said term of this Agreement shall nevertheless govern.

(c) In the event it is proposed that a Bylaw, procedure or policy respecting a term or condition of employment of all or some of the employees covered by this Agreement be adopted, amended or rescinded by resolution of the Board, the PSC shall be given notice and an opportunity to consult in respect of said action prior to said action being taken or becoming effective, in the manner specified below:

(i) The Board or its agent shall furnish the PSC with three copies of all proposed resolutions to adopt, amend or rescind a Bylaw at such time as a standing Committee of the Board or, in the event a committee does not consider the resolution in advance, as soon as the Board as a whole receives a copy of the text of such resolutions or as soon thereafter as practicable, but in no event later than the time the Board's Committee delivers notice of proposed Bylaw changes to the Board.

(ii) The Board or its agent shall furnish the PSC two copies of the agenda of each regular or special meeting of the Board at the time said agendas are made available to members of the Board, and two copies of the minutes of Board meetings at the time said minutes are made available to members of the Board.

(iii) If a standing Board Committee has scheduled hearings on any proposed Board action respecting a term or condition of employment of employees covered by this Agreement, the PSC shall, on request, be permitted to participate in such hearing on such terms as the appropriate Committee shall determine.

(iv) The PSC may request to be heard by the Board at a regularly scheduled or special meeting in order to speak to any item of the Board's agenda, provided that such request is made known to the Board Chairman not less than three (3) days prior to the meeting.

(v) Upon the delivery to a standing Committee of the Board of any proposal for a Board resolution respecting a term or condition of employment of employees covered by this Agreement, or upon the appearance on the Board's agenda of any such resolution, the PSC may request consultation with the Chancellor or the Chancellor's designee in respect of such proposed Board action, in advance of its being taken, and such opportunity for such advance consultation shall be provided unless manifestly impracticable, and the Chancellor or the Chancellor's designee, prior to the Board's action, shall report to the Board the substance of such advance consultation, it being understood that the PSC's consent to the Board's action shall not be required prior to such action being taken or becoming effective, unless the Board action shall be inconsistent with a stated term of this Agreement.

2.5 The Chancellor shall meet with the President of the PSC and a reasonable number of other officers of the PSC twice each semester for the purpose of consultation in respect of the terms and conditions of employment of employees covered by this Agreement, and of matters necessary to the implementation of this Agreement which are University-wide in nature. Other matters may be placed on the agenda by the Chancellor or the PSC by mutual agreement. In emergencies which prevent the Chancellor's attendance, the Chancellor's designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.6 Each College President shall meet with the PSC chapter chairperson and a reasonable number of other officers of the PSC, which may, at the discretion of the PSC, include cross campus representation, twice each semester for the purpose of consultation in respect of matters directly affecting the terms and conditions of employment of employees of said College covered by this Agreement, and matters necessary to the implementation of this Agreement which are local in nature. Other matters may be placed on the agenda by the President or the PSC by mutual agreement. In emergencies which prevent the President's attendance, the President's designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.7 Nothing contained herein shall prevent the PSC from consulting with the Chancellor and the College Presidents, as described above, at times other than those set forth if matters within the area of collective negotiation arise of an urgent or emergency nature.

ARTICLE 3
UNIT STABILITY

3.1 Any group of employees in the present collective negotiation unit whose group classification is changed during the life of this Agreement will remain in the unit for the duration of this Agreement.

ARTICLE 4
CHECK-OFF AND AGENCY SHOP

4.1 **Check-Off:**
The University agrees to the principle of exclusive check-off of annual PSC dues in amounts to be determined by the PSC in accordance with the forms and procedures approved by the Comptroller's Office of the City of New York or State of New York. Withholding authorizations will be submitted to the appropriate University authorities. The University, together with the PSC, shall develop procedures in conjunction with the Comptroller's Office to expedite the deduction of dues and the prompt remission of same to the PSC. When a member on dues deduction is transferred from one unit of the University to another, authorization to withhold dues shall be forwarded to the new payroll office.

4.2 **Agency Shop:**
The University and the PSC agree that employees covered by this Collective Bargaining Agreement shall be subject to an agency shop fee deduction to the extent permitted by Article Fourteen of the Civil Service Law in accordance with procedures agreed on by the parties.

ARTICLE 5
INFORMATION AND DATA

5.1 *The University, through the Office of the Vice Chancellor for Faculty and Staff Relations,* shall make available to the PSC, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiation unit and in possession of the University as are necessary for the implementation of this Agreement and for negotiation of a successor agreement. It is understood that this provision shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

5.2 The University shall make available to the PSC:

(a) Two copies of the proposed Annual University Budget immediately upon its receipt by the Board.

(b) The name, title, salary, college, department and tenure status of each member of the negotiation unit. Such data shall be made available once during each Fall and Spring semester.

ARTICLE 6
REASSIGNED TIME

6.1 Reassigned time for the handling of grievances and implementation of this Agreement shall be granted:

(a) to designees of PSC to a maximum aggregate for all campuses (including the Central Office) of 123 classroom contact hours for each semester. 120 hours shall be apportioned amongst the various colleges of The City University of New York with a minimum of 3 hours to be apportioned to each college.

(b) to an officer of the PSC, full time.

6.2 Any designee under 6.1(a), who is a non-teaching member of the Instructional Staff, may be granted a maximum of one day reassigned time each week from August 30 until the day after the June commencement of the academic year. The reassigned time granted to such designee(s) of the PSC during the Spring semester may be continued during the period from the day subsequent to the June commencement of the college through August 29 up to a maximum aggregate for all colleges (including the Central Office) of two days of reassigned time each week without further charge. Reassigned time for additional designees during the period from the day subsequent to the June commencement until August 29 may be purchased by the PSC in accordance with Section 6.5 below. For purposes of this article, a day of reassigned time shall be the equivalent of six classroom contact hours.

6.3 The names of such PSC designees shall be supplied in writing to the President of each college, with a copy to the Vice Chancellor for Faculty and Staff Relations, no later than prior to the June commencement preceding the beginning of the fall semester and no later than two months preceding the beginning of the spring semester for which such reassigned time is sought. No member of the Instructional Staff who is not a full-time employee in this unit may be eligible for such reassigned time.

6.4 Such reassigned time may not be used to solicit PSC membership.

6.5 Consistent with the proper staffing of college and university programs and services, the University will permit the PSC to purchase reassigned time for additional designees. Such reassigned time shall be purchased at the adjunct rate appropriate to the designee. The amount of reassigned time under this paragraph shall be subject to agreement between the parties.

ARTICLE 7
ORGANIZATIONAL USE OF FACILITIES

7.1 Upon request to the President or his or her designee, the college chapter of the PSC shall be permitted to meet at the college if appropriate facilities are available. All requests must be in writing at least three days prior to the requested meeting.

7.2 The PSC shall be permitted to use college mailroom facilities for the distribution of PSC communications.

7.3 At each college campus, the President or his or her designee shall assign two (2) bulletin boards for the exclusive use of the PSC for the purpose of posting PSC notices. It is agreed that the number of bulletin boards at each college campus shall not exceed eight (8). However, the PSC shall be entitled to post notices on existing college bulletin boards customarily used for general notices to Instructional Staff, such as in the Faculty Lounge and in the Faculty Dining Room.

ARTICLE 8
NON-DISCRIMINATION

8.1 Neither the University nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union. Neither the University nor the Union will discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, national origin, religion, sexual orientation, political belief or membership in, or lawful activity on behalf of the Union. The University and the Union shall comply with applicable provisions of federal, state and municipal laws and ordinances in respect of discrimination in employment because of age or because of disability.

The City University and the PSC recognize that sexual harassment is illegal under Federal, State, and City law. They jointly resolve that sexual harassment will not be tolerated within the University. The City University will make copies of its policy against sexual harassment available at each College, including the Central Office.

8.2 The Union agrees that it will admit to membership and represent equally all members in the bargaining unit.

ARTICLE 9
APPOINTMENT AND REAPPOINTMENT

9.1 When reasonably practicable, initial full-time appointment to the Instructional Staff shall be made, in writing, by the President or his or her designee and approved by the Board prior to the effective date of appointment. Where such written appointment in advance of the effective date is not practicable, appointment shall be made by the President or his or her designee, subject to final action by the Board; in such instances, the President or his or her designee shall advise the appointee, in writing, that the appointment is subject to Board approval.

When a non-tenured or non-certificated member of the instructional staff does not appear at the college to perform his/her duties and fails to receive an authorized leave of absence, the individual shall be considered to have abandoned his/her position, and the college shall have no further obligation to that individual under the following circumstances: for a full-time member of the instructional staff, such abandonment shall be deemed to have occurred after 10 consecutive days of absence, other than Saturdays, Sundays or legal holidays. For an adjunct, such abandonment shall be deemed to have occurred after unauthorized absence from the first week of scheduled classes or other assigned duties. In either case the college shall notify the staff member in writing by certified mail that abandonment of his/her position has occurred.

In any grievance filed pursuant to abandonment of a position based upon the above, the burden of proof shall be upon the grievant to show:

1. He/She taught assigned classes or performed his/her duties on the days at issue, or

2. He/She applied for and received a prior approved leave for the days at issue, or

3. He/She was unable to report for work or give notice because of an emergency which made it impossible to report for work or give notice.

9.2 In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have the option of receiving compensation pro rata for time worked or accepting a college appointment for the duration of that single semester. When however, the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the University shall be under no obligation other than payment for work performed to that point.

9.3 All initial full-time appointments to the Instructional Staff (except for those of substitutes and distinguished professors) shall be for one year or to the end of the academic year in which the appointment takes effect. For appointments to the HEO series which are made on the basis of the fiscal year, the fiscal year shall obtain.

9.4 All full-time reappointments to the Instructional Staff shall be for no less than one year, except for substitutes and for retirement leave. Employees, other than those who announce their bona fide intent to retire and meet applicable conditions contained in section 3107 of the Education Law, shall be compensated in a lump sum for all annual leave or compensatory time owed on the final date of the appointment or in the case of resignation as of the final work day.

9.5 Part-time appointments may be for less than one year.

9.6 Appointments to the title of Graduate Assistant shall be in accordance with the provisions of 11.2 of this Agreement.

9.7 Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention.

9.8 Instructors and non-certificated Lecturers with four or more years of continuous full-time service in those titles immediately preceding appointment to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor.

By August 31, preceding the first full year appointment to the title, Assistant Professor, the employee shall state, in writing, his/her preference regarding whether or not he/she wishes to waive the service credit toward tenure provided in the previous paragraph. In the event the employee wishes the service credit waived and the President or the President's designee approves, the service credit shall be waived irrevocably. In the event that the employee wishes to have the service credit applied or does not state a preference, the service credit shall apply. Approval or denial of the request shall not be subject to the provisions of Article 20.

9.9 When a College President determines not to make a recommendation to the Board for reappointment of a full-time member of the instructional staff or promotion of a full-time member of the instructional staff recommended to him/her by a College P&B Committee or other appropriate body, the individual affected by that decision shall be notified of the Committee's favorable recommendation and of the President's decision. The notice shall not state the reasons for the President's action.

Within ten (10) calendar days excluding Saturdays, Sundays and legal holidays, after receipt of said notice, the affected individual may submit to the President a signed request, for a statement of the reasons for the President's action. Within ten (10) calendar days excluding Saturdays, Sundays and legal holidays, after receipt of the request, the President shall furnish a written statement of his or her reasons to the affected employee.

The President shall not be required thereafter to justify his or her decision or his or her reasons.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

9.10 In the event that a full-time member of the instructional staff appeals through academic channels a negative decision regarding reappointment, tenure, a Certificate of Continuous Employment, or promotion, and the appeal is not successful, the individual shall be so notified by the President or his/her designee in writing.

Within 10 calendar days excluding Saturdays, Sundays and legal holidays, after receipt of said notice the affected individual may submit to the President a signed request for a statement of reasons for the denial of the appeal. Within ten (10) calendar days excluding Saturdays, Sundays and legal holidays, after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

It is recognized that the President has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

Consistent with Section 20.5 of this Agreement the President's academic judgment shall not be reviewable by an arbitrator.

9.11 An individual who has received a statement of reasons pursuant to section 9.9 may not, upon appeal to the President, receive a second statement of reasons pursuant to section 9.10.

9.12 The reasons referred to in Section 9.10 of Article 9 (Appointment and Reappointment) are understood to be the reasons of the President. Further, where no academic appeals procedure is in existence or where such currently existing procedures do not culminate in an appeal to the President there shall be a direct appeal to the President, and the academic channels in the first paragraph of Section 9.10 may be limited to a direct appeal to the President.

ARTICLE 10
SCHEDULE FOR NOTIFICATION OF REAPPOINTMENT AND NON-REAPPOINTMENT

10.1 Members of the Instructional Staff other than employees in the HEO Series and in the Hunter College Campus Schools shall receive written notice of reappointment or of non-reappointment on the following schedule:

(a) Instructional Staff Members in Tenure-Bearing and Certificate-Bearing Titles, Adjunct and Instructor Titles:

1. Persons hired on an annual basis in their first year of service shall receive such notice as follows:

Persons hired on September 1, on or before April 1;
Persons hired on February 1, on or before May 1;
Persons hired in Institutes and Centers, on or before May 1.

An individual who has had prior service in another unit of the University shall be deemed to be serving his or her initial year of appointment in the first full year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. Persons hired on an annual basis in their second or later years of continuous service shall receive such notice on or before December 1, except that:

Lecturers in their second year, on or before April 1;
Persons hired in Institutes and Centers, on or before May 1;
Persons reappointed as the direct result of a proceeding resolving a grievance or complaint under Article 20 of the then current agreement between the University and the PSC (i.e., a Step I decision, a Step II decision, a settlement agreement, arbitral award, or select faculty committee recommendation), on or before May 1.

3. Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or May 1 in the Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

If, in the judgment of the college, there is a reasonable expectation that there will be sufficient adjunct employment during the Fall and Spring semesters of the following academic year, the college may issue notification of appointment on or about May 15 for the following Fall and Spring semesters to an employee who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer session) during the three (3) year period immediately preceding the appointment. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum in each semester, which shall be com-

municated to the employee as soon as they are known to the appropriate college authorities. Such notification shall also be subject to all other conditions of employment including, but not limited to, the workload provisions of Article 15.2, and shall not be deemed to require that future appointments, if any, be made on a two-semester basis.

Notification of appointment for two semesters shall be wholly discretionary with the college and shall not be grievable.

(b) All other members of the Instructional Staff not otherwise specified shall receive such written notice:

1. On or before June 1 in the first year of service. An individual who has had prior service in another unit of the University shall be deemed to be serving his or her initial year of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. On or before May 1 in their second year or later year of service.

10.2 All notifications shall be made by the President or his or her designee subject to financial ability and subject to ratification by the Board.

10.3 When timely notice of non-reappointment has once been given, but it is later determined in the grievance procedure that there was some irregularity in the original decision not to reappoint, a subsequent notice of non-reappointment, otherwise valid, given after the irregularity has been removed or corrected, shall be deemed timely for the purposes of this Article.

10.4 Teachers in tenure-bearing titles in the Hunter College Campus Schools shall receive notice of reappointment or of non-reappointment on the following schedule:

a) Teachers hired on an annual basis on September 1 in their first year of service shall receive such notice on or before May 1.

b) Teachers hired on an annual basis in their second or later years of continuous service shall receive such notice on or before April 1.

ARTICLE 11
CLASSIFICATION OF TITLES

11.1 The title Lecturer shall be a tenure-bearing (certificate of continuous employment) title used for full-time members of the faculty who are hired to teach and perform related faculty functions, but do not have a research commitment. A certificate of continuous employment shall be granted in accordance with the provisions of Article 12. Persons appointed to this rank shall be entitled to all faculty retirement and other fringe benefits and shall be scheduled in accordance with the provisions of Article 14. In the Schools of General Studies, Lecturers who are employed primarily to perform professional library functions shall not be required to perform guard duty or maintenance duties.

11.2 Graduate Assistant:

This category was designed to provide support for full-time CUNY students to enable them to complete their graduate degrees in a reasonable time while receiving financial support and gaining teaching experience. This title designates a student who is the equivalent of a graduate assistant at other universities and who is receiving graduate student financial aid similar to the undergraduate work study financial aid plan.

First priority shall be given to graduate students in The City University for such graduate fellowships.

No persons shall be appointed to the title Graduate Assistant more than three years consecutively except when special permission is requested by the executive officer of the doctoral program in which the student is enrolled and the Chairperson of the department in which he or she is employed. In no instance shall such extensions be granted for more than two additional appointments. Appointments may be for less than one year.

(a) The employment, retention, evaluation or assignment of persons employed in the title Graduate Assistant, to the extent that it is based upon their status, progress and evaluation as graduate students shall not be subject to the grievance procedure established in this contract.

(b) A joint committee of the PSC and the University shall be established to develop a University-wide formula for the employment and distribution of Graduate Assistants in the University based on proposals submitted by the faculty of the Graduate Division.

11.3 The regular full-time academic title shall be used for those members of the full-time Instructional Staff of a College within the City University who assume teaching or related assignments in a University session which are in addition to normal full-time assignments. The extent of such additional assignments shall be limited by the multiple position regulations of the Board.

11.4 The titles of Adjunct College Laboratory Technician, Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor shall be used for people who are not full-time members of The City University of New York faculty and who teach part-time or who have other part-time assignments in the University. The assignment of title shall depend on meeting the relevant qualifications as stipulated by the Bylaws of the Board.

11.5 Hunter College Campus Schools

A teacher at the Hunter College Campus Schools who has achieved a Master's degree prior to appointment or during service as a substitute at the Campus Schools will receive service credit toward tenure for service rendered subsequent to the attainment of the Master's degree as a substitute in the area in which the Master's degree is held when he or she is appointed on a permanent line, on the following basis: One year of service credit for one full year of service; two years of service credit for two full years of service; three years of service credit for three or more full years of service.

11.6 University Professor

(a) Appointment to the title University Professor shall not confer, nor shall time served in such title be credited as service toward the achievement of tenure in such position or any other position on the instructional staff. Appointment to such position or removal therefrom shall not deprive the person so appointed or removed of tenure in the highest position held with tenure prior to his/her appointment to such position or conjointly with such office.

(b) Notwithstanding the provisions of section 6.6b of the bylaws, the term of appointment shall be for a period to be determined by the Chancellor, which may not exceed five years. Upon recommendation of the Chancellor, such person shall be eligible for one reappointment.

(c) Compensation for employees in this title shall be the same as that for Distinguished Professors.

11.7 HEO's serving as Academic Advisors

On or after September 1, 1998, the University may appoint/assign employees in Higher Education Officer Series titles to serve as Academic Advisors. Academic Advisors assist students with academic rules and regulations and degree requirements. Specific duties may include:

- Screen requests for exceptions to the college's rules and practices;
- Advise students regarding academic probation and related matters;
- Assist students in the development of academic skills such as time management, note taking, test taking, study habits, etc.;
- Provide assistance to specialized populations such as disabled students and veterans (e.g., accommodations for specific disabilities, special services that are available, etc.);
- Advise students in career exploration;
- Interact with the faculty, college advisory personnel and other administrative offices and academic departments;
- Assist in college's registration;
- Monitor student's progress in various credited and non-credited programs;
- Refer students to tutorial and counseling assistance;
- Coordinate tutoring activities and monitor student participation;
- Inform students regarding procedures for course selection and declaration of majors;
- Develop tutoring schedules;
- Coordinate Peer sessions, with referral to counselors as necessary;
- Train peer advisors and coordinate peer advisement;
- Participate in workshops and provide technical assistance to facilitate the transition of international students into college;
- Work closely with faculty and other student services personnel to facilitate educational planning and advisement for new and continuing students;
- Assist in the planning and developing of Freshman Year Program, which includes Freshman and other orientation programs, academic advisement models, outreach and referral strategies;
- Coordinate and conduct sessions on community and career information for students;
- Assist in planning special activities/projects to meet college, program, staff and student needs;

- Provide advisement regarding academic requirements, career opportunities, and scholarship information;
- Ensure the students are assigned to career department advisors when they complete certification requirements;
- Help students with their interaction with other college offices/services;
- Maintain and update student records; and
- Keep record of the numbers of the eligible and continuing credit students.

ARTICLE 12
CERTIFICATE OF CONTINUOUS EMPLOYMENT

12.1 Members of this unit in the title Lecturer shall be eligible for a certificate of continuous employment upon a sixth full-time appointment in the title of Lecturer immediately preceded by five years of continuous full-time service in the title of Lecturer. In computing eligible time in service, such time shall commence with the first September of appointment.

12.2 When service has been continuous and a break in full-time service has occurred by virtue of a reduced schedule, such less than full-time service shall be prorated towards its equivalency in full-time service.

12.3 The certificate of continuous employment shall be valid only in the college or in the Educational Opportunity Center which makes the certificate or sixth appointment and shall carry with it the guarantee of full-time reappointment subject to continued satisfactory performance, stability in academic program, sufficiency of registration and financial ability.

12.4 The terms of this article do not apply to service in any title other than Lecturer.

12.5 Effective one year after initial appointment, no member of this unit in the title Lecturer, shall be denied reappointment on the basis of professional incompetence unless he or she has been evaluated during at least three semesters (including the first year of appointment) according to the provisions contained in this Agreement, Article 18 and unless two of the last four evaluations indicate unsatisfactory professional performance.

12.6 An Instructor may be appointed in the title Lecturer immediately preceded by five years of continuous full-time service as an Instructor in the same department, in which case he or she shall receive a Certificate of Continuous Employment as a Lecturer.

ARTICLE 13 (*)
MULTIPLE YEAR APPOINTMENTS FOR HIGHER EDUCATION OFFICER (HEO) SERIES

13.1 The normal appointment year for employees in the HEO series shall be July 1 through June 30.

13.2 An employee serving in a multiple-year appointment as of July 1, 1988 pursuant to the provisions of Article 13, sections 13.2 and 13.3, of the 1984-87 Agreement and the 1982-84 Agreement shall continue to serve until the expiration of that appointment. Further reappointments, if granted, shall be subject to Sections 13.7, 13.8, or 13.9 below, as appropriate. Appointments made under Section 13.3b of the 1982-84 and 1984-87 Agreements shall continue in effect.

13.3 Employees Hired Effective September 1, 1987 or Later Who Continue to Serve in the Same HEO Series Title

Employees hired effective September 1, 1987 or later who continue to serve in the same title in the Higher Education Officer series shall be subject to the following appointment and reappointment schedule:

a. Terms of appointment and reappointment

First Full Year Appointment	One Year
First Reappointment	One Year
Second Reappointment	One Year
Third Reappointment	One Year
Fourth Reappointment	Two Years
Fifth Reappointment	Two Years

b. Upon recommendation of the President and approval of the Board of Trustees, an employee who is granted a subsequent reappointment shall receive a Certificate of Continual Administrative Service. Such employee shall not be subject to annual or multiple-year reappointments.

13.4 Employees Serving in the Higher Education Aide Title

a. Effective January 1, 1988, no new appointments shall be made to the title Higher Education Aide (HE Aide). Effective January 1, 1993 employees in the title HE Aide shall have their titles converted to Assistant to Higher Education Officer and shall be placed on the Assistant to Higher Education Officer I salary schedule on the step equal to their current salary, or, if there is no equal salary step, then on the next higher salary step of the Assistant to HEO I salary schedule, except that employees converted from the HE Aide title who possess or thereafter attain all of the qualifications set forth in the Bylaws of The City University of New York for the position of Assistant to Higher Education Officer shall be placed on the salary step equal to their current salary, or, if there is no equal salary step, then on the next higher step of the Assistant to HEO schedule.

b. The schedule of reappointment for all employees whose titles are converted from HE Aide to the Assistant to HEO title shall be in accordance with Section 13.7 below.

13.5 Employees Serving in a Title in the Registrar Series

13.5a Effective January 1, 1988, no new appointments will be made to titles in the Registrar series, and no promotions will be made to titles in the Registrar series after January 1, 1988. An employee who has tenure in a Registrar series title shall maintain his or her title and status during satisfactory service while continuing to perform job duties consistent with the Registrar series title held. An employee in the Registrar series accruing time toward tenure shall maintain his or her title and status, subject to the regular reappointment processes and satisfactory service, while continuing to perform job duties consistent with the Registrar series title held.

Appointment to a higher-level position with increased duties and greater responsibility shall be made to a Higher Education Officer series title. In the event the employee appointed to a HEO series title has tenure in a Registrar series title, the employee shall be placed on leave of absence from the Registrar series title. A tenured member of the Registrar series who accepts, on or after January 1, 1988, a HEO series title at a college other than the college at which he or she was awarded tenure shall retain his or her tenure in the college in which it was awarded until the effective date of the second reappointment in the HEO series title, at which time the tenure shall transfer to the new college.

13.5b The first full-year appointment of a tenured member of the Registrar series to a HEO series title shall be for a one-year period, and the first and second reappointments shall each be for a one-year period. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

13.5c The schedule of appointment and reappointment for non-tenured members of the Registrar series appointed to titles in the HEO series shall be in accordance with Section 13.8 below.

13.6 Any interruption of paid service, following a determination by the college that the demands of service permit such interruption, other than a child care leave, for any employee in a Higher Education Officer series title, of more than 60 calendar days during a period when an appointment is in effect shall break service, and the appointment effective as of the next July 1, if recommended, shall be deemed to be the employee's first appointment under section 13.3a, provided however, that:

a) if the interruption of paid service occurs during the first year of a multiple year appointment, the second year of the multiple year appointment shall be deemed to be the employee's first appointment under Section 13.3a; and

b) if the interruption of paid service occurs during the reappointment period in which the employee would normally be considered for a 13.3b appointment, then prior service shall be bridged if the duration of the interruption of paid services does not exceed six months. A full one year appointment following the return from the interruption of paid service, if granted, shall be required for consideration for a13.3b appointment, and a subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

13.7 Employees Serving Prior to June 30, 1988 in a Single Title

Effective July 1, 1988, employees with at least one full year of continuous full-time service in a single title in the HEO series shall be subject to the following reappointment schedule upon the expiration of their current appointments:

Reappointment Periods Upon Expiration
of Current Appointment in Effect on
September 1, 1987
(To be Read Across)

Total Full Years of Service at Expiration of Appointment in Effect on September 1, 1987	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt	Sixth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Fours Years	2	2	13.3b			
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	13.3b					

13.8 Employees Appointed to a Higher Title in the HEO Series on or after September 1, 1987

When an employee with at least one full year of continuous full-time service in a HEO, Business Manager, or Registrar series title is appointed to a higher HEO series title on or after September 1, 1987, the appointment and reappointment schedules, effective with the first full year appointment, shall be as follows:

		Reappointment Periods in New Titles (To be Read Across)				
Total Full Years of Service in HEO, Bus. Mgr., or Registrar Series Titles	First Full Yr Appt	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Four Years	1	1	2	13.3b		
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	1	13.3b				

13.9 Employees Appointed to a Higher Title prior to September 1, 1987

Effective with the appointment or reappointment beginning July 1, 1988, employees, with continuous full-time service in the HEO or Business Manager series who were appointed to a higher title prior to September 1, 1987 and have served for at least one full year in the higher title, shall have the following reappointment schedule applied upon the expiration of their current appointments:

Reappointment Periods Upon Expiration
of Current Appointment
(To be Read Across)

Total Full Years of Service Upon Expiration of Current Appt.	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt	Sixth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Four Years	2	2	13.3b			
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	13.3b					

Other Provisions

13.10 When an employee in a HEO series title serving in a multiple year appointment or in an appointment with a Certificate of Continual Administrative Service is appointed to a higher title, only a substitute may be employed in the lower title and function during the full-year appointment and one full-year reappointment, if any, in the higher title. In the event the employee appointed to the higher title does not receive a reappointment in the higher title he/she shall be permitted to return to the lower title with either Certificate of Continual Administrative Service status, if applicable, or for the remaining period, if any, of the multiple year appointment in the lower title. An employee with a Certificate of Continual Administrative Service, who after serving one full year in the higher title is reappointed in that title shall have a Certificate of Continual Administrative Service in the higher title.

13.11 During the period of service in the first appointment, first reappointment, second reappointment, and third reappointment in each title in the HEO series, the provisions of Sections 9.9, 9.10, and 9.11 of the Agreement shall not apply to employees covered by this Article. If, however, an employee has been appointed to a higher title in the HEO series (or in the Business Manager series prior to January 1, 1988), and has served continuously for a total of four or more full years in these titles, the provisions of Articles 9.9, 9.10, and 9.11 shall be applicable to the employee.

For purposes of Section 13.11, continuous service in the Registrar title series, immediately preceding appointment to a HEO series title, shall be treated as if it were service in a HEO series title, except as follows:

1) if the person has achieved tenure, the provisions of Sections 9.9, 9.10, and 9.11 shall not apply during the first appointment and first reappointment in the HEO series title;

or

2) if the person is untenured and has served continuously for a total of four or more full years, the provisions of Sections 9.9, 9.10, and 9.11 shall not apply during the first appointment in the HEO series title.

13.12.a An employee with a Certificate of Continual Administrative Service may be terminated after three consecutive unsatisfactory annual evaluations in three successive fiscal years (July 1-June 30) or after three consecutive annual evaluations in three successive years in which institutional factors specified in such evaluations indicate abolition of the function performed by the individual should occur.

Annual evaluations for HEO series personnel shall state whether the evaluation is satisfactory or unsatisfactory.

b. When a decision to terminate an employee is made under Section 13.12.a., the President or his/her designee shall advise the candidate in writing that his/her employment shall be terminated 120 calendar days from the date of such communication.

13.13 Notice of non-reappointment shall be given on or before April 1 in respect of the first and second reappointments, except in the case of persons who assume the duties of the position on October 1 or later in which case the notice of non-reappointment date shall be May 1. For all subsequent reappointments, employees shall be given notice of non-reappointment on or before March 1.

13.14 Partial year appointments may be made in the following circumstances:

(a) when an initial appointment is made after July 1 for a year ending June 30,

or,

(b) when an employee announces a bona fide intention to retire and meets applicable conditions contained in Section 3107 of the Education Law.

Appointments effective on or after July 1 but on or before September 1 shall be considered as if they were full-year appointments for purposes of applying this article.

* Except as provided in 13.5, nothing contained in this article shall abrogate or diminish the University's right and authority to assign and/or reassign individuals in the HEO series or to discontinue employees consistent with Article 32.

ARTICLE 14
LEAVES AND HOLIDAYS

14.1 The period of annual leave for full-time teaching members of the faculty shall be from the day subsequent to the June commencement of each college until the thirtieth of August following such commencement or an equivalent consecutive period.

14.2 a) For purposes of this section, service shall be deemed to include full-time paid leave, except that staff members who have announced their intention to retire shall not accrue annual leave or earn or use unscheduled holidays while exhausting accrued Annual Leave and Travia Leave prior to retirement. Pro-rata service credit shall be granted for any approved partial leaves of absence.

b) For persons hired after January 1, 1988, and appointed on or after the second day of any month, the second and all subsequent years of service shall be deemed to commence on the first day of the month following the anniversary date.

14.3 a) For persons employed full-time in the College Laboratory Technician title series, the HEO title series, and the Business Manager title series prior to January 1, 1988, and all persons employed as Research Associates there shall be 25 work days per year of annual leave.

Persons employed full-time in the College Laboratory Technician title series, the HEO title series, and as Research Assistants on or after January 1, 1988, shall accrue annual leave at the following rates:

During the 1st year of service	15 days
During the 2nd through 11th year of service and thereafter	15 days plus one additional day for each year of service to a maximum of 25 days

14.3 b) For members of the Instructional Staff who, prior to January 1, 1988, are employed full-time as Librarians or in the Registrar series and who continue to be employed as Librarians or in the Registrar series there shall be 30 work days of annual leave.

Members of the Instructional Staff who are employed full-time as Librarians on or after January 1, 1988 shall accrue annual leave at the following rates:

During the 1st year of service	20 days
During the 2nd through 11th year of service and thereafter	20 days plus one additional day for each year of service to a maximum of 30 days

14.3 c) For instructional staff members who, prior to September 1,1998 were appointed or assigned full-time as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, the period of annual leave shall be from the day subsequent to the June commencement of each college until the thirtieth of August following such commencement or an equivalent consecutive period.

Members of the instructional staff who are appointed or assigned full-time as Counselors or to other student personnel assignments on or after September 1, 1998, except those in the Higher Education Officer series, shall accrue annual leave at the following rates:

During the 1st year of service	20 days
During the 2nd through 11th year of service and thereafter	20 days plus one additional day for each year of service to a maximum of 30 days

14.4 All employees in the College Laboratory Technician and HEO title series who were employed prior to September 1, 1969, shall suffer no loss or diminution of prior vacation privileges, except as provided in Sections 14.2a and 14.9 hereof.

14.5 All employees in the Business Manager and fiscal officer title series, who were employed prior to the inclusion of these titles under the Instructional Staff, shall suffer no loss or diminution of prior vacation privileges, except as provided in Section 14.9 hereof.

Members of the instructional staff who are employed full-time in the Registrar title series prior to January 1, 1988 and who continue in Registrar series titles after January 1, 1988 shall continue to accrue annual leave at the rate at which it was accrued on December 31, 1987, as long as they remain in Registrar series titles or a HEO series title, except that if the employee is appointed to a higher HEO series title in the rank of Higher Education Associate or full Higher Education Officer, the employee shall accrue annual leave as though such employee had been in a HEO series title on December 31, 1987.

14.6 For non-classroom personnel, attendance at professional conferences which are approved by the college and enhance the individual's professional performance and growth shall not be charged to annual leave.

14.7 For Instructional Staff Personnel who are engaged in non-teaching functions and who work a 35-hour week (HEO, Research Series, Library Staff, College Laboratory Technicians, Registrar's series, et al.):

Effective July 1, 1998, the regular holidays with pay shall be as follows:

(a) Independence Day - July 4
(b) Labor Day - First Monday in September
(c) Columbus Day - Second Monday in October
(d) Thanksgiving Holiday - Fourth Thursday in November, Friday following
(e) Christmas Holiday - December 24 and 25
(f) New Year's Holiday - December 31, January 1
(g) Martin Luther King, Jr.'s Birthday - Third Monday in January
(h) Lincoln's Birthday - February 12
(i) Presidents' Day - Third Monday in February
(j) Memorial Day - Last Monday in May

If a holiday falls on a Saturday or Sunday which is not a regular work day it shall be observed on the Friday before or Monday following as designated by the college or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the annual leave year, with the prior approval of the employee's supervisor. In addition, there shall be four unscheduled holidays in the period September 1 - August 31 to be taken within the annual leave year, September 1 - August 31.

14.8 Adjunct classroom teachers and teachers on multiple position assignments employed for a course may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson should be informed as soon as possible. The reason provided must be satisfactory to the chairperson.

14.9 It is the intention of the parties that all employees use their annual leave time within the annual leave year (September 1 through August 31) in which it is earned. In order to realize this objective, the parties mutually agree as follows:

a) Effective August 31, 1988, the maximum accrual of annual leave for members of the non-teaching instructional staff shall not exceed forty-five (45) working days as of August 31 of any year; provided, however, that any staff member who as of August 31, 1987 has accumulated annual leave in excess of forty-five (45) working days shall have a personal accrual maximum equal to the number of days accrued as of August 31, 1987. The annual leave balance in excess of forty-five (45) working days or in excess of the personal accrual maximum as of August 31, 1987, will be deducted from the employee's accrual balance on each August 31, at the close of business, unless the procedure set forth below has been followed:

1) Not later than March 1, any employee who will have an annual leave accumulation in excess of forty-five (45) days or in excess of the personal accrual maximum unless sufficient annual leave time is taken prior to August 31, shall submit to the head of the office a written request to use such excess annual leave before the end of the current annual leave year (September 1 through August 31). The office head shall, in writing, approve the annual leave request or, if the needs of the office so require, offer an alternate annual leave schedule within the current annual leave year.

2) If the head of the office has denied the request and has not offered an alternative plan or has not acted by April 1, the employee shall submit a written request to the senior executive(s)

designated by the President of the College who will, in writing within 30 calendar days of receipt of the employee's request, approve the annual leave, provide an alternate plan for use of the excess time, and, if there are compelling institutional reasons, approve a carry-over of excess annual leave time.

b) Should a staff member resign, retire, or die, the college will compensate the employee or the employee's estate for the actual balance on record as of the last date of employment. In the case of an employee whose original date of appointment to a full-time position on the instructional staff is January 1, 1988 or later, payment shall be for not more than forty-five (45) days or the actual accrual, whichever is less, unless an accrual in excess of 45 days has been approved in accordance with the provisions of Article 14.9.

ARTICLE 15
WORKLOAD

15.1 Workload for classroom teaching members of the Instructional Staff, excluding teachers in the Hunter College Elementary and High Schools and Early Childhood Centers:

(a) The academic work year shall be from September 1 through August 31 inclusive of annual leave as currently provided in Article 14. Except for such periods of annual leave, classroom teaching members of the Instructional Staff shall be available for assignment to professional activities.

(b) Employees on the teaching staff of the City University of New York shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation, among others, to be available to students, to assume normal committee assignments, and to engage in research* and community service.

(c) The annual undergraduate teaching contact hour workload is governed by the Workload Settlement Agreement attached as an appendix to this Agreement.

15.2 Workload for part-time members of the Instructional Staff:

A person appointed to an Adjunct title is not a full-time employee of The City University of New York. Employment in an adjunct position or a combination of adjunct positions shall not constitute a full-time position. Adjunct Lecturers or Adjuncts in other titles, excluding Graduate Assistants shall not be assigned a total of more than nine (9) classroom contact hours during a semester in one unit of The City University of New York. In addition, such adjunct may be employed to teach a maximum of one course of not more than six (6) hours during a semester at another unit of The City University of New York.

15.3 Workload for Graduate Assistant:

Graduate students holding the title of Graduate Assistant A shall have an assignment of a maximum of 240 contact teaching hours or 450 hours of non-teaching assignments during the work year. Graduate students holding the title of Graduate Assistant B shall have an assignment of a maximum of 120 classroom teaching hours or 225 hours of non-teaching assignments in the B title during the

* It is understood that Lecturers and teachers in the Hunter College Campus School shall not be required to have a research commitment.

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work year. If a Graduate Assistant B also holds an adjunct or other hourly position, his or her total combined assignment may not exceed 240 contact teaching hours or 450 hours of non-teaching assignment during the work year.

Graduate Assistant C

Graduate students holding the title Graduate Assistant C shall have an assignment of a maximum of 180 classroom teaching hours during the work year. If a Graduate Assistant C also holds an Adjunct teaching position, his or her total combined assignment may not exceed 270 contact teaching hours during the work year.

15.4 Workload for non-classroom members of the Instructional Staff, including members of the Instructional Staff assigned to the libraries, Student Personnel Staff, Counselors, HEOs, Registrars, College Laboratory Technicians and Research Assistants:

The work year shall be September 1 through August 31, including periods of annual leave as provided in Article 14. (Except for periods of annual leave as provided in Article 14 student personnel staff, counselors and library staff, in academic titles, shall be available for assignment.)

(a) Members of the Instructional Staff assigned as Counselors or to other student personnel assignments prior to September 1, 1998, except those in the Higher Education Officer series, shall have a work week of thirty (30) hours as assigned.

(b) All other members of the non-classroom Instructional Staff including members of the instructional staff assigned as counselors or to other student personnel assignment on or after September 1, 1998, shall have a week of thirty-five (35) hours per week as assigned.

This work week is to be scheduled in not more than five days in any week for employees in the College Laboratory Technician series.

Employees assigned to a non-air conditioned facility shall end their work day one hour earlier than scheduled commencing on the Monday following the June commencement through August 29 of that year.

(c) Employees on the non-classroom Instructional Staff of the City University of New York shall not be required to work an excessive number of hours, or be assigned an unreasonable schedule, it being recognized by the parties that members of the staff have the obligation to perform their responsibilities in keeping with the proper staffing of the day session, evening session, summer session, extension divisions and special programs of the University.

(d) It is understood that split schedules do not meet the definition of a reasonable schedule. A split schedule is a schedule in which the hours assigned are not consecutive except for meal periods.

(e) There shall be a labor management committee on each campus with two members designated by the President and two members designated by the PSC Chair to convene as needed to review complaints from instructional staff in College Laboratory Technician series titles concerning their workload and to make non-binding recommendations concerning these complaints to the President.

15.5 Multiple Positions

Each faculty member must comply with the Board's rules and regulations pertaining to multiple positions or additional occupations or employment either within the University or outside of the University whether or not the faculty member receives any compensation in such additional occupation or employment.

ARTICLE 16
TEMPORARY DISABILITY OR PARENTAL LEAVE

16.1 The term "temporary disability" for purposes of this Article shall be defined as any temporary physical or mental incapacity including pregnancy, complications of pregnancy and childbirth.

16.2 Employees covered by this Agreement shall be granted temporary disability leave of twenty (20) calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses during each year of service. The unused portions of such temporary disability leave shall be cumulative to a maximum of one hundred and sixty (160) calendar days during which the college is in regular session.

16.3 Any absences in excess of the cumulative temporary disability leave accrued to the absentee shall be taken without pay, except that the Board may, in cases of protracted disability or unusual hardship, hear recommendations from the President that this provision be waived in exceptional instances, without thereby establishing a precedent.

(a) For the purpose of computing the number of days of cumulative temporary disability leave this Article shall be deemed effective as of the date of the employee's appointment.

(b) Temporary disability leave shall be computed commencing from the date of first absence from the assigned duties and shall include all additional calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses until such person's return.

(c) Persons employed on fractional schedules shall have their temporary disability leave and accumulated temporary disability leave prorated.

(d) Temporary disability leave shall be earned only after a full calendar month of service and no accruals or partial accruals shall be granted for service of less than a full calendar month. A full calendar month of service shall represent service from the first working day through the last working day of a given month.

(e) Any employee who is absent from duty because of a temporary disability shall promptly inform his or her department chairperson, who in turn shall inform the appropriate dean of the nature of the temporary disability and of the probable duration of the absence.

(f) When any absence because of a temporary disability exceeds thirty (30) consecutive working days, the absentee shall present a statement from his or her physician explaining the nature of his or her temporary disability and certifying that he or she is fully capable to return to work. In the case of any such absence because of a temporary disability in excess of thirty (30) consecutive working days, the college may also require an examination by a physician in its employ or appointed by it, who shall certify his or her belief that the absentee is fully capable of returning to work. In cases in

which there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his or her judgment shall be accepted as conclusive. In the event that it is found that the condition of such person is such that he or she is incapable of resuming his or her normal duties, such person shall apply for such additional period of leave of absence as may be necessary. Failure to make such application for an additional period of leave of absence shall be deemed neglect of duty.

16.4 Persons who are members of a public retirement system and who meet the eligibility requirements for service retirement, and persons who are members of the optional retirement program and who meet similar eligibility requirements to those of the public retirement system, who announce their bonafide intention to retire and file the appropriate application to retire shall be granted a retirement leave of absence with full pay consisting of one-half of their accumulated unused temporary disability leave up to a maximum of one semester, or the equivalent number of school days. The terms and conditions relating to the counting of such days, intervening vacation periods, cancellation of such leave, reinstatement to active service, etc., shall be governed by Section 3107 of the State Education Law.

16.5 In addition to the provisions of this Article, employees entitled to disability insurance benefits shall receive paid temporary disability leave from the date of the commencement of their temporary disability up to the commencement of disability insurance benefit payments, only upon presentation to the Personnel Director of satisfactory evidence, provided by a duly-licensed physician, of illness and a prognosis that such illness is reasonably certain to result in a long-term disability that will last more than six consecutive months.

Upon the return of the employee to duty such advanced temporary disability leave that had been provided must be repaid through assignment of future accruals. In the event the employee resigns or voluntarily leaves the University, the remaining value of the advanced temporary disability leave shall be deducted from remaining paychecks or otherwise reimbursed to the University.

16.6 Leaves of absence without pay for temporary disability for periods of less than one (1) year may be recommended by the Board to the appropriate retirement system for credit as service for retirement. Increments may be recommended by the Board for the period during which an employee is on leave of absence without pay for temporary disability for periods less than one (1) year.

16.7 Employees who on September 1, 1969 were entitled to cumulative unused temporary disability leave in excess of one hundred sixty (160) calendar days shall retain the excess accumulation. However, thereafter, no temporary disability leave can be accumulated in excess of one hundred sixty (160) calendar days.

16.8 Special Leaves for Child Care

Special leaves for the purpose of caring for a newborn infant shall be granted to a member of the Instructional Staff upon notification to the President and application for such leave, provided the applicant has legal responsibility for the care and/or support of said child. Such leave shall, insofar as it is practicable, begin on February 1 or September 1 unless the date of the birth of the child is such as to render these times inappropriate. The duration of the leave shall ordinarily be for one full semester. In exceptional cases, the President may terminate such leave during the college term, provided there is an appropriate opening in which the applicant's service may be utilized. An extension of such leave shall be permitted on request for a period not in excess of one year from the end of the original leave. No further extension shall be permitted. Leaves for the purpose of caring for

a newborn infant shall be granted without pay during the period of the leave, including the vacation period concomitant to the leave. If the leave is for one semester only, the loss of paid vacation shall be for one month only. If the leave is for two semesters, both months of vacation shall be without pay. If the duration of the leave is less than one calendar year, it shall be credited toward salary increments; if it is one calendar year or more, it shall not be credited toward salary increments.

16.9 When the service of a member of the Instructional Staff is interrupted by reason of absence on a leave for the purpose of caring for a newborn infant, the period of creditable service immediately preceding such absence shall be counted in computing the years of service required for the granting of tenure, a certificate of continuous employment, or for a certificate of continual administrative service in a Higher Education Officer series title.

ARTICLE 17
JURY DUTY

17.1 Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty.

ARTICLE 18
PROFESSIONAL EVALUATION

18.1 The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on reappointment, tenure and promotions. An evaluation of professional activities shall be based on total professional performance. Written evaluation shall be on file for all employees.

18.2 (a) Evaluation of a member of the teaching faculty shall be based on total academic performance, with especial attention to teaching effectiveness, including, but not limited to, such elements as:

1. Classroom instruction and related activities;

2. Administrative assignments;

3. Research;*

4. Scholarly writing;

5. Departmental, college and university assignments;

6. Student guidance;

7. Course and curricula development;

8. Creative works in individual's discipline;

9. Public and professional activities in field of specialty.

(b) Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

1. At least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class during the first ten weeks of a semester. The employee shall be given no less than 24 hours of prior notice of observation.

Tenured and certificated members of the teaching staff may be observed once each semester.

2. a) Each department P & B committee shall designate a panel, the size to be specified by the chairperson, of department observers (which shall include members of the P & B committee). The department chairperson shall schedule the members of this panel to conduct observations as necessary. Each observer shall submit, through the department chairperson, a written observation report to the department P & B committee within one week of the observation. These observation reports shall be considered by the committee in its total evaluation of the employee.

* It is understood that Lecturers and teachers in the Hunter College Campus School shall not be required to have a research commitment.

b) The department chairperson shall schedule the post-observation conference for the employee within two weeks after receipt of the written observation report. The post-observation conference shall include the employee and the observer. Either a member of the P & B committee or a member of the department with the rank of tenured Associate Professor or tenured Professor may be assigned by the chairperson at the request of the employee or the observer.

c) Following the post-observation conference, the assigned P & B representative or the assigned senior faculty member shall prepare a record of the discussion in memorandum form for submission to the chairperson. If the post-observation conference includes only the observer and the employee, then the observer shall prepare the record of the discussion in memorandum form. The original conference memorandum shall be placed in the employee's personal file. The employee may have a copy of this document provided a signed receipt is tendered. The observation report shall be placed in the personal file.

d) In the event that the observation or post-observation conference is not held within the time stipulated herein, the employee shall, within ten (10) working days thereafter, file a request for an observation and/or conference with the chairperson. A copy of the request shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request within the stipulated time shall bar the employee from subsequent complaint regarding such non-compliance with Article 18.2 (b), 2 b) or c). Upon the receipt of the request, the college shall cause appropriate remedial action to be taken, including, if necessary, scheduling of an observation and/or observation conference by the dean or President or their designee.

e) After ten (10) semesters of service teaching observation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

18.3 Annual Evaluations:

(a) Members of the teaching faculty: At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairperson or a member of the departmental P & B committee to be assigned by the chairperson. Tenured full professors may be evaluated. At the conference, the employee's total academic performance and professional progress for that year and cumulatively to date shall be reviewed. Following this conference, the chairperson or the assigned member of the P & B shall prepare a record of the discussion in memorandum form for inclusion in the employee's personal file. Within ten (10) working days after the conference, a copy of the memorandum shall be given to the employee. If the overall evaluation is unsatisfactory, the memorandum shall so state. The employee in such case shall have the right to endorse on the memorandum a request to appear in person before the department P&B.

(b) Members of the non-teaching staff, including Librarians, CLTs, Counselors, Student Personnel Services staff, Registrar series, HEO series and other non-teaching members of the Instructional Staff covered by this Agreement: Preferably once each semester, but at least once each year, each employee shall have an evaluation conference with the chairperson or supervisor to be designated by the appropriate dean or President. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the designated official shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee's personal file. A copy of the report shall be given to the employee within ten (10) working days following the conference.

(c) After four (4) semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct, provided, however, that if such evaluations are conducted at the request of the adjunct, such evaluations may not be conducted more than once every four semesters.

(d) In the event that a date for yearly evaluation is not scheduled by March 1, the employee shall, within ten (10) working days thereafter, file a request for an observation and/or conference with the chairperson or supervisor. A copy of the request shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request shall bar the employee from subsequent complaint regarding such non-compliance with the above-stated scheduling requirement. Upon receipt of the request, the dean or President shall cause appropriate remedial action to be taken to insure compliance with this provision.

18.4 In those institutions that operate on a basis other than semester (such as trimester or quarter system) the observation and evaluation provisions of this Article, where applicable, shall apply only to two of the three trimesters or two of the four quarters.

In the Hunter College Campus Schools, the respective Principals of the Elementary School and High School may, in addition to the teaching observation set forth in Article 18.2(b), conduct unscheduled observations of members of the instructional staff. If, following the observation, the principal wishes to prepare a record of the unscheduled observation, he/she shall within ten (10) days, excluding Saturdays, Sundays, and legal holidays, from the date of the observation, conduct a post-observation conference with the employee. Following the post-observation conference, the principal shall within ten (10) days, excluding Saturdays, Sundays or legal holidays, prepare a record of the discussion in memorandum form for inclusion in the employee's personal personnel file.

ARTICLE 19
PERSONNEL FILES

19.1 Each unit within The City University shall maintain two personnel files for each employee.

19.2 There shall be a personal file which shall include but not be limited to the following:

(a) Personnel information;

(b) Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his or her request;

(c) Records generated by the college;

(d) Memoranda of discussions with the employee relating to evaluations of the employee's professional performance;

(e) Observation reports of the employee's academic and professional performance.

No materials shall be placed in the employee's file until the employee has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such document shall be initialed by the employee before being placed in his or her file as evidence of his or her having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

(f) Each non-tenured and non-certificated full-time member of the instructional staff should examine and initial his/her personal file prior to the end of each academic year. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

Each year, each tenured and certificated full-time member of the instructional staff should examine and initial his/her personal file prior to the end of the fall semester. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

The employee's personal file shall be available for examination by the employee at his or her request.

19.3 There shall be a separate administration file which shall contain only such materials requested by the unit of The City University or supplied by the employee in connection with the employee's employment, promotion or tenure.

The administration file shall be available only to the committee and individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, promotion or tenure.

ARTICLE 20
COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

20.1 Intent:

The parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

20.2 Definitions:

A complaint is an informal claim by an employee in the bargaining unit, or by the PSC of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

A grievance is an allegation by an employee or the PSC that there has been:

(1) a breach, misinterpretation or improper application of a term of this Agreement; or

(2) an arbitrary or discriminatory application of, or a failure to act pursuant to the Bylaws and written policies of the Board related to the terms and conditions of employment.

20.3 Informal Procedure for Handling Complaints:

Any employee in the bargaining unit may present and discuss his or her complaint either with or without a representative of the PSC. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the head of the department involved. This presentation and discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

20.4 Formal Procedure for Handling Grievances:

Grievances may be filed by an employee in the bargaining unit on his or her behalf, by the PSC on its behalf, or by the PSC on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

Except in the case of a grievance or arbitration brought by the PSC on its own behalf or on behalf of an employee or a group of employees, no member of this unit may represent another member of this unit at any level of the grievance or arbitration procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of except that grievances relating to reappointment or to appointment with a certificate of continuous employment shall be filed within thirty (30) days excluding Saturdays, Sundays, or legal holidays of the individual's scheduled date of notification as specified by Articles 10 and 13 of the Agreement. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

A grievance must be stated in writing setting forth the basis therefore with reasonable particularity, including a designation of the Article of the Agreement, the Section of the Bylaws, or the written policy of the Board relied upon, and the remedy requested.

Step 1. Grievances shall be filed with the President of the College affected or the President's designee. The President or the designee shall, within fifteen (15) days excluding Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The President or the designee shall, within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision with reasons in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then within twenty (20) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President of the College or the President's designee, or the expiration of the time limits for making such decision, the grievant or the PSC may submit the grievance in writing to the Chancellor or the Chancellor's designee, together with a copy of the decision of the President of the College affected, or the designee. The Chancellor or the Chancellor's designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The Chancellor or the designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, after the grievance meeting, mail the disposition with reasons in writing to the PSC and to the grievant or grievants affected by certified mail, return receipt requested.

Step 3. If the grievance has not earlier been settled, or if the Chancellor's disposition has not been issued within the time limits above set forth, the person or persons who submitted the grievance at Step 2 may appeal the Step 2 decision to arbitration by serving written notice to that effect by certified mail, return receipt requested, directed to the Chancellor or the Chancellor's designee and to the American Arbitration Association (hereinafter "AAA") within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, after mailing of the Step 2 decision, or the last date for the mailing thereof. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the laws of the State of New York, subject to the provisions of paragraph 20.5 hereof. Legal holidays referred to above shall be those holidays so designated by the State of New York.

20.5 Special Arbitration Provisions:

(a) The parties hereby designate and/or such other arbitrators as shall be mutually agreed upon by the parties during the life of this Agreement, as Members of the Arbitration Tribunal Panel under the Agreement. The American Arbitration Association shall designate individual Arbitrators, who are Members of the Arbitration Tribunal Panel, to serve in particular cases submitted to arbitration in accordance with this Section. The designation and initial scheduling of such cases shall be in accordance with the following procedure:

shall be the Administrative Chairperson of the Arbitration Tribunal Panel. The Chairperson shall review all requests for arbitration, together with the grievances in Step 1 and Step 2 and the responses related thereto, and shall, in his or her discretion, determine and direct the American Arbitration Association in respect of the assignment and initial scheduling of particular cases for hearing before himself or herself or any other single Member of the Panel. The Member of the Panel so designated shall be the sole Arbitrator for such case. In connection with said scheduling and assignment, the Chairperson may require consultation with parties' representatives as to the nature of the issues and relief sought and as to other matters related to the assignment or initial scheduling of cases for hearing. The Chairperson may issue a Memorandum of such consultation for the guidance of the parties, the American Arbitration Association, and the designated Arbitrator, it being understood that the Chairperson shall make no determination as to any issue of arbitrability or as to any other issue in the case, unless and until he or she is the assigned Arbitrator, and that the said Memorandum shall not constitute an Award nor be binding upon the designated Arbitrator or the parties. The Arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings to date, to issue preliminary or interim awards, including awards as to arbitrability, which shall determine the further course of the proceedings.

(b) For purposes of this sub-paragraph, "academic judgment" shall mean the judgment of academic authorities including faculty, as defined by the Bylaws, and the Board (1) as to the procedures, criteria and information to be used in making determinations as to appointment, reappointment, promotions, and tenure and (2) as to whether to recommend or grant appointment, reappointment, promotions and tenure to a particular individual on the basis of such procedures, criteria and information. In the arbitration of any grievance or action based in whole or in part upon such academic judgment, the Arbitrator shall not review the merits of the academic judgment or substitute his or her own judgment therefor, provided that the Arbitrator may determine (i) that the action violates a term of this agreement or (ii) that it is not in accordance with the Bylaws or written policies of the Board, or (iii) that the claimed academic judgment in respect of the appointment, reappointment, promotion or tenure of a particular individual in fact constituted an arbitrary or discriminatory application of the Bylaws or written policies of the Board.

(c) (1) In cases involving the failure to appoint, promote or reappoint an employee in which the Arbitrator sustains the grievance, except as specifically provided by sub-paragraph (d) below, the Arbitrator shall not, in any case, direct that a promotion, appointment or reappointment with or without tenure be made, but upon his or her finding that there is a likelihood that a fair academic judgment may not be made on remand if normal academic procedures are followed, the Arbitrator shall remand the matter to a select faculty committee of three tenured full or associate professors of The City University of New York, to be selected from a panel jointly chosen by the Chancellor and the President of the PSC of, when possible, 100 tenured full or associate professors, or in a case involving members of the non-classroom instructional staff, from a panel of, when possible, 40 Higher Education Officers, Higher Education Associates, Registrars, Associate Registrars, Chief CLT's and Senior CLT's. The composition of the said panel shall be subject to review and/or replacement annually.

The selection of the members of a select faculty committee shall be made in the following manner: The Chancellor shall submit to the PSC the names of 4 persons from the panel established pursuant to paragraph 20.5.c.1 to serve on the committee. The PSC may reject one name. In the event the PSC does not reject one name the Chancellor shall select the 3 persons to serve on the committee.

The committee to whom such remand is made for the making of the academic judgment shall (1) have access to the same materials to which the College President had access with respect to the action from which the grievance arose, except as modified by the arbitrator's award, (2) shall meet to deliberate on the assigned case, (3) be subject to the regular rules of confidentiality of faculty proceedings, and (4) shall be constituted within a reasonable time after the Arbitrator's Award is rendered and shall render its decision within twenty (20) days thereafter. The authority of the committee is limited to rendering the academic judgment on the action from which the grievance arose. The committee recommendation shall be in conformity with the Bylaws and policies of the Board and with the Agreement. The recommendation of the committee shall be in the form:

"The committee recommends (does not recommend)
(a) appointment, (b) reappointment or (c) promotion."

The committee shall not make recommendations as to any other matter, including but not limited to period of employment or compensation or other benefit of employment.

On receipt of a positive decision which conforms with this Agreement, the Chancellor shall recommend approval of the select committee decision to the Board of Trustees. In the event that the committee decision does not conform with the Agreement, the committee shall be disbanded and a new committee established. The deliberations and decision of the select committee shall not be grievable.

(2) In cases which arise from actions on reappointment with tenure or a CCE or promotion, the grievant who has been awarded retroactive tenure, CCE or promotion as a result of the recommendation of a select faculty committee adopted by The Board shall receive the salary exclusive of fringe benefits which would have been payable from the effective date of the tenure, CCE or promotion less any amounts earned and other legal offsets attributable to the period between the date of tenure, CCE or promotion and the effective date of the implementation of the remedy.

In cases which arise from actions on reappointment for a prescribed period of time, and the grievant is reappointed as a result of the recommendation of a select faculty committee adopted by The Board, the sole remedy shall consist of reappointment for a prospective equivalent period of time.

Grievances which arise from action on reappointments with tenure, CCE, Certificate of Continual Administrative Service or promotion shall be given priority in processing in the grievance procedure including scheduling for arbitration.

(d) (1) In cases involving the failure to reappoint an employee in which the arbitrator sustains the grievance upon a finding of a failure to comply with, or an arbitrary or discriminatory application of, procedures such that no academic judgment could have been made with respect to the reappointment of such employee, and a further period of service is necessary to correct the failure to comply with, or the arbitrary or discriminatory use of, procedure, the arbitrator may recommend the prospective reappointment of such employee for a period not to exceed one academic year. The Board shall appoint the employee in accordance with the arbitrator's recommendation. In no event shall such reappointment confer or result in the granting of tenure, a certificate of continuous employment, or a multiple-year appointment.

(2) If an employee who has been appointed upon an arbitrator's recommendation is thereafter reappointed pursuant to established procedures for the next academic year in a tenure or certificate-bearing title, or in a multiple year reappointment situation, the service pursuant to the appointment recommended by the arbitrator shall be counted as service toward tenure or a certificate of continuous employment, or a multiple year appointment, as the case may be.

20.6 In no event shall the Arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement or the Bylaws of the Board. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The costs of arbitration shall be borne equally by the parties. When arbitrations are not initiated by the PSC, the American Arbitration Association shall require the employee or employees submitting the same to file with the Association adequate security to pay the cost of arbitration. Expenses for witnesses, however, shall be borne by the party who calls them.

20.7 The University and the PSC will establish a PSC/management committee to study ways to make the grievance procedure more efficient. The committee will make recommendations to the Chancellor and to the President of the PSC by December 31, 1999. The recommendations shall be advisory. Any recommendations with which both the Chancellor and the President of the PSC agree, may be implemented during the term of this agreement.

20.8 A grievance filed by the PSC pursuant to this article may be resolved by settlement only if agreed to in writing by the Office of Faculty and Staff Relations and by the PSC Central Office.

ARTICLE 21
DISCIPLINARY ACTIONS

21.1 Members of the Instructional Staff may be disciplined by removal, suspension with or without pay, or any lesser form of discipline for one or more of the following reasons, except that staff in HEO series titles shall be subject to discharge as provided in Article 21.9, and Adjuncts shall be subject to discharge as provided in Article 21.11:

(a) Incompetent or inefficient service;

(b) Neglect of duty;

(c) Physical or mental incapacity;

(d) Conduct unbecoming a member of the staff. This provision shall not be interpreted so as to constitute interference with academic freedom.

21.2 Disciplinary proceedings shall be initiated by the President of the college by the service of a written notice of intent to prefer charges upon the employee, which shall set forth:

(a) the proposed charges against the employee, and

(b) the proposed penalty.

21.3 Within seven (7) calendar days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or his or her designee with the employee, who may be accompanied by an attorney or representative of the Professional Staff Congress, to discuss the notice, the proposed charges, the proposed penalty, and the basis of the charges.

21.4 Within fourteen (14) calendar days of the meeting described in Section 21.3, the President shall either:

(a) Withdraw the notice of intent to prefer charges, or
(b) Prefer charges, including a recommended penalty.

21.5 Within fourteen (14) calendar days of service of the President's written statement of charges and recommended penalty, the employee may:

(a) Acquiesce to the charges and accept the recommended penalty by written notification to the President

or

(b) Request a hearing before the Chancellor's Designee.

If no acquiescence to the charges and acceptance of the penalty is received and if no request for a hearing is made by the employee, the matter shall proceed in accordance with Section 21.6 below.

21.6 Within fourteen (14) calendar days of receipt of the President's statement of charges, unless the penalty has been accepted by the employee, the Chancellor's Designee shall schedule a hearing and within fourteen (14) calendar days of the hearing investigate the matter and render a decision including the determination of penalty.

21.7 The penalty recommended by the Chancellor's Designee shall be implemented after fourteen (14) calendar days, unless within fourteen (14) calendar days of the receipt of the decision of the Chancellor's Designee the employee elects to appeal by proceeding to disciplinary arbitration in accordance with Section 21.8 below.

21.8 Disciplinary Arbitration

a) The City University and the PSC shall jointly agree on a panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and, in the event of disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within ten (10) calendar days shall serve as the arbitrator.

b) The procedure for disciplinary arbitration is as follows:

(1) Notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy of the appeal shall be sent simultaneously to the College President.

(2) The case shall be assigned to an arbitrator to be selected in accordance with Section 21.8 a above.

(3) The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing. The arbitrator shall follow AAA procedures.

(4) The disciplinary arbitrator shall be limited to determinations of guilt or innocence and the sufficiency of grounds for the penalty. The arbitrator shall not consider alleged violations of any other provision or article of this Agreement, or of the University Bylaws or written policies, which shall be subject, as applicable, only to the provisions of Article 20 of this Agreement. The disciplinary arbitrator shall not add to, subtract from, or modify the provisions of this Agreement. The disciplinary arbitrator's decision regarding guilt or innocence and the sufficiency of grounds for the penalty shall be final and binding upon the parties. The disciplinary arbitrator may approve or disapprove the penalty or impose other penalties warranted under the circumstances.

21.9 Employees in titles in the Higher Education Officer Series shall be subject to immediate discharge for just cause.

(a) Disciplinary proceedings shall be initiated by the President of the college by service, personally or by certified mail, of a written Notice of Intent for Immediate Discharge upon the employee, which set forth:

(1) the charges against the employee, and
(2) the proposed penalty of immediate discharge.

(b) Within three (3) days, exclusive of Saturdays, Sundays, and Legal holidays, of service of the written notice of Intent for Immediate Discharge, a meeting shall be conducted by the President or his or her designee with the employee, who may be accompanied by an attorney or a representative of the Professional Staff Congress, to discuss the notice, the basis of the charge, and the proposed penalty.

(c) If the employee fails to appear at the meeting, the President may issue a Notice of Immediate Discharge which shall be effective immediately.

(d) Within twenty-four (24) hours of the meeting described in Section 21.9(b), the President shall either:

(1) Withdraw the Notice of Intent for Immediate Discharge;
(2) Issue a Notice of Immediate Discharge which shall be effective immediately; or
(3) Issue a Notice of Intent to Prefer Charges under Section 21.2 seeking a lesser penalty than dismissal.

(e) Within fourteen (14) calendar days of service of the Notice of Immediate Discharge, the employee may appeal the immediate discharge to the Chancellor's Designee.

(f) Within fourteen (14) calendar days of receipt of the appeal, the Chancellor's Designee shall schedule a hearing and within fourteen (14) calendar days of the hearing review the matter and render a decision sustaining, modifying, or overturning the immediate discharge.

(g) Within fourteen calendar days of the receipt of the decision of the Chancellor's Designee, the employee may appeal by proceeding to disciplinary arbitration in accordance with Section 21.8.

21.10 Any person against whom charges have been made may, at any time during the pendency of the charges, be suspended by the president of the college. Such suspension shall be without loss of pay.

A person suspended with pay shall be available for all procedures mandated by Article 21. Upon suspension with pay, notwithstanding any other provision of this Agreement, any request to be absent from any aspect of these procedures must be approved in advance by the Vice Chancellor for Faculty and Staff Relations upon the recommendation of the President. Failure to be available for any Article 21 proceeding without said approval of a request to be absent for the period specified in the approval of the request shall result in loss of pay status for a period of three weeks. Such period of non-pay status shall be discontinued as of the date of the proceeding if a proceeding under this article is scheduled and held within that three-week period. If, however, the person continues to be unavailable, the person shall be subject to further removal from pay status for successive three-week periods until such time as the proceeding is scheduled and held. Said loss of pay status cannot be charged to annual leave, temporary disability leave, or other paid leave.

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21.11 Adjuncts shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.

21.12 The procedures provided by this Article 21 are modified and expedited as follows for disciplinary charges brought against instructional staff members who have been convicted of a felony:

a) Disciplinary proceedings shall be initiated by the President of the College by preferment of charges, rather than service of a notice of intent to prefer charges upon the employee. Charges will be preferred via overnight mail. The recommended penalty will be discharge.

b) Within three (3) calendar days of receipt of the President's statement of charges, unless the penalty has been accepted by the employee, notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy shall be sent simultaneously to the College President.

c) The case shall be assigned to an arbitrator to be selected in accordance with Section 21.8.a. These cases will be given priority for assignment.

d) The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing.

e) If, for any reason, an arbitrator's decision is not received within 60 calendar days of the date on which the President preferred charges, the employee shall thereafter be suspended without pay pending an arbitrator's decision. In no event shall an employee convicted of a felony remain in pay status more than 60 days beyond the President's preferment of charges.

f) Conviction of a felony shall create a presumption of conduct unbecoming a member of the staff. The employee may argue to the arbitrator that there were extenuating circumstances that would permit the arbitrator to conclude that a less severe penalty is warranted.

g) Should a court of final jurisdiction overturn the conviction, there shall be a right to a hearing before an arbitrator upon application for restoration to service. The issue in the hearing will be whether grounds for discharge pursuant to Article 21.1 existed, notwithstanding the reversal of the conviction.

h) The parties recognize that an employee may be convicted of a felony after charges have been preferred and that the disciplinary procedures in Article 21 may have commenced prior to the conviction. In such a case, the procedures outlined above will replace Article 21 procedures at the appropriate stage to which the charges had progressed immediately prior to the conviction.

21.13 A disciplinary proceeding brought pursuant to this article may be resolved by settlement only if agreed to in writing by the Office of Faculty and Staff Relations and by the PSC Central Office.

ARTICLE 22
INCREASED PROMOTIONAL OPPORTUNITIES

22.1 In order to increase promotional opportunities for members of the Instructional Staff in the titles Professor, Associate Professor, Assistant Professor and Instructor, and in an effort to reach goals of 30-30-30-10 expressed in Article XXX of the expired contract between the Board and Legislative Conference, the University agrees that budgetary considerations shall not constitute a ground for withholding promotions of qualified persons recommended for promotion to such titles in accordance with established criteria and procedures.

22.2 In order to increase promotional opportunities for members of the Instructional Staff in the College Laboratory Technician titles, and in an effort to reach goals in each college of 10% in the Chief College Laboratory Technician title, 25% in the Senior College Laboratory Technician title and 65% in the College Laboratory Technician title, the University agrees that budgetary considerations shall not constitute a ground for withholding promotions to qualified persons recommended for promotion to such titles in accordance with established criteria and procedures, up to that percentage.

22.3 Qualified members of this unit in adjunct titles who are recommended for reappointment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

22.4 The University agrees that budgetary considerations shall not constitute a ground for withholding appointment to the rank of Assistant Professor of a certificated Lecturer who has earned a doctorate and has been recommended as qualified for such appointment in accordance with established criteria and procedures.

22.5 In recognition of the non-promotional status of the Higher Education Officer series titles the parties agree that upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities a member of the instructional staff in any of such titles may, upon approval of the Board, be granted an additional Movement within Schedule in the same title.

ARTICLE 23
DISTINGUISHED PROFESSORSHIP

23.1 Distinguished Professors shall be nominated by a college in accordance with the procedures in the College P & B Committee and Board Bylaws for appointments. The number of such positions shall not exceed 125.

23.2 Faculty members holding the rank of professor at the college and other distinguished scholars in the academic world shall be eligible for consideration as a Distinguished Professor. A member of the administration holding the rank of professor also may be considered for a Distinguished Professorship provided that he or she returns to his or her non-administrative duties for the acceptance of the Chair.

23.3 The appointment of a Distinguished Professor ordinarily shall be for a specific period. Tenure in the title of Distinguished Professor shall not be granted, but with no prejudice towards tenure of a Distinguished Professor in the title of Professor.

23.4 Compensation for employees in this title shall consist of the salary in the base title plus $20,000 ($20,600, effective February 1, 1998; $21,424, effective May 1, 1999; and $21,852, effective October 1, 1999) per annum.

ARTICLE 24
SALARY SCHEDULES

24.1 Salary Schedules. The "salary schedule" for each title listed in this Article is the appropriate schedule of annual salary rates in effect on the dates indicated. Employees will be placed laterally on the appropriate step of the schedule on the dates indicated.

24.2 Movement within Schedule. "Movement within Schedule" of a person covered by this Article, is movement from one schedule step to the next higher step of this same schedule. Except as otherwise specified in this Agreement, Article XII of the Bylaws shall govern movement within schedule.

Except as otherwise noted in this Agreement, for HEO series employees, the movement within schedule shall take place on the January first or July first following completion of at least eleven (11) full months of service. For all other members of the Instructional Staff the movement within schedule shall take place on the January first of each succeeding year following completion of at least ten (10) full months of service.

Employees in the titles Professor, Associate Professor, Assistant Professor, Instructor II, Lecturer, Lecturer Doctoral Schedule, Higher Education Officer, Higher Education Associate, Higher Education Assistant, Assistant to Higher Education Officer, and Assistant to Higher Education Officer II, in the Registrar title series, and in the CLT title series shall be eligible to receive the first new step established in the predecessor agreement (hereinafter known as the five-year step) not later than upon completion of five years of service at the former maximum salary (hereinafter known as the last one-year step). Employees in the titles listed above shall be further eligible to receive the second new step established in the predecessor agreement (hereinafter known as the seven-year step) not later than upon completion of two years of service at the five-year step.

In all cases, time served shall be counted in accordance with the established rules applicable to determining movement within schedule.

Lecturers who hold doctoral degrees from an accredited university in a field related to the discipline taught or the job duties performed by the Lecturer shall receive a differential. This differential is included in the salaries listed under the title "Lecturer Doctoral Schedule." Only employees whose titles were converted from Assistant to Business Manager to Assistant to Higher Education Officer II effective January 1, 1988 and tenured Instructors named in the side agreement dated December 22, 1987, as eligible for placement on the Instructor II salary schedule may be paid the rates set forth in this Article for the titles Assistant to Higher Education Officer II and Instructor II. No other employees may be paid on these salary schedules.

An Adjunct in a teaching or non-teaching title who on July 1, shall have served six semesters over a period of the preceding three years and who has not received a movement within schedule during that period shall receive a movement within schedule to the next higher dollar amount. For the purpose of this paragraph, a semester shall include summer session. Salary schedules for Non-teaching Adjunct I - V have been added to Article 24 which contains rates applicable to employees who are remunerated at a rate of 60% of the adjunct or hourly rate.

24.3 The following provisions of the Agreement provide for the application of the salary schedule changes and salary increases for the period February 1, 1996 through July 31, 2000:

Effective February 1, 1998, May 1, 1999, and October 1, 1999: each employee shall move to the step of the salary schedule paralleling the step on which the employee was being paid on the day preceding implementation of the appropriate salary schedule.

The salary of each employee who is in a title for which there is no step schedule shall be paid at a salary rate which is 3% more than the January 31, 1998 rate during the period February 1, 1998 through April 30, 1999. During the period May 1, 1999 through September 30, 1999, the salary rate of each employee as of April 30, 1999 shall be increased by 4%. During the period October 1, 1999 through July 31, 2000, the salary rate of each employee as of September 30, 1999 shall be increased by 2%.

An employee who is an incumbent in the title HE Aide as of August 31, 1990, shall receive an annual increase of not less than $800 on January 1 or July 1, unless the incumbent has received a negative evaluation, until the maximum salary of the title is reached. Incumbents serving as HE Aides as of December 31, 1992 shall be converted to Assistant to Higher Education Officer or Assistant to Higher Education Officer I (see Article 13.4) effective January 1, 1993. Employees whose titles are converted will be eligible for a movement within schedule on the next January 1 or July 1 following completion of eleven (11) full months of service in the Assistant to Higher Education Officer or Assistant to Higher Education Officer I title.

24.4a) Hunter College Campus Schools. The provisions of Section 6216 of the New York State Education Law relating to salaries of persons employed in the Hunter College Campus Schools shall be applicable.

24.4b) The Hunter College Campus Schools may hire persons to teach on an hourly basis when full-time teaching service is not warranted. Hourly service may be required for instruction in highly specialized areas or when there is a shortage of regularly licensed teachers in particular licensed areas. Hourly teachers shall be hired for not more than three contact hours per day. A contact hour shall be not less than 45 minutes for purposes of this Article. The hourly rate is .13 of the daily rate. The daily rate is 1/180 of the annual salary rate based upon the Board of Education's salary schedule, C1 through C2 + PD, up to the maximum step, 4A.

Incumbent half-time employees as of September, 1987, shall retain a fractional salary rate for the duration of their employment as long as such employment is continuous.

24.4c) Incumbent's in the title Assistant Teacher as of August 31, 1990 shall be paid in accordance with the salary schedule established effective November 1, 1990. Incumbents in this title will be eligible to receive a movement within schedule on January 1, 1995 and the January first of each succeeding year following completion of at least ten (10) full months of service. The salary rates are set forth in the newly established schedule in Article 24.

24.5 The University and the PSC agree to establish a joint task force to study and review the need for and feasibility of establishing differential salary scales for teaching members of the instructional staff in particular academic fields or disciplines. The recommendations of the task force shall be advisory and shall be made jointly to the Chancellor of The City University of New York and the President of the Professional Staff Congress.

PROFESSOR

1/31/96	2/1/96	5/1/99	10/1/99
$48,414	$49,866	$51,861	$52,898
50,351	51,862	53,936	55,015
52,365	53,936	56,093	57,215
54,216	55,842	58,076	59,238
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
64,801	66,539	69,201	70,585
66,808	68,812	71,564	72,995
69,532	71,618	74,483	75,973
72,257	74,425	77,402	78,950
74,980	77,229	80,318	81,924
77,128	79,442	82,620	84,272
79,277	81,655	84,921	86,619

ASSISTANT PROFESSOR

1/31/96	2/1/96	5/1/99	10/1/99
$29,931	$30,829	$32,062	$32,703
31,128	32,062	33,344	34,011
32,373	33,344	34,678	35,372
34,011	35,031	36,432	37,161
35,662	36,938	38,416	39,184
37,172	38,287	39,818	40,614
38,587	39,745	41,335	42,162
40,440	41,653	43,319	44,185
41,859	43,115	44,840	45,737
43,488	44,800	46,592	47,524
45,872	47,042	48,924	49,902
47,918	49,354	51,266	52,291
50,031	51,532	53,583	54,665
52,213	53,779	55,930	57,049
53,827	55,440	57,658	58,811
55,436	57,099	59,383	60,571

ASSOCIATE PROFESSOR

1/31/96	2/1/96	5/1/99	10/1/99
$39,933	$40,173	$41,780	$42,616
40,583	41,780	43,451	44,320
42,186	43,452	45,190	46,094
44,039	45,360	47,174	48,117
45,872	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,583	54,665
52,213	53,779	55,930	57,049
54,034	55,655	57,881	59,039
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
64,062	65,984	68,623	69,995
65,739	67,702	70,410	71,818

INSTRUCTOR AND INSTRUCTOR (NURSING SCIENCE)

1/31/96	2/1/96	5/1/99	10/1/99
$27,454	$28,278	$29,409	$29,997
28,552	29,409	30,585	31,197
29,694	30,585	31,808	32,444
31,545	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,650	38,780	40,331	41,139
38,960	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,573	42,820	44,533	45,424
42,892	44,108	45,935	46,854
44,190	45,516	47,337	48,284

INSTRUCTOR II*

1/31/96	2/1/96	5/1/99	10/1/99
$44,190	$45,516	$47,337	$48,284
46,035	47,416	49,313	50,299
47,881	49,317	51,290	52,316

*For incumbents covered by provisions of Article 24.2

LECTURER

1/31/96	2/1/98	5/1/99	10/1/99
$27,454	$28,278	$29,409	$29,997
28,552	29,409	30,585	31,197
29,694	30,585	31,808	32,444
31,545	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,650	38,780	40,331	41,138
38,960	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,573	42,820	44,533	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
45,499	46,864	48,739	49,714
47,344	**48,764**	**50,715**	**51,729**
49,189	**50,665**	**52,692**	**53,746**

LECTURER*
DOCTORAL SCHEDULE

1/31/96	2/1/98	5/1/99	10/1/99
$30,851	$31,777	$33,048	$33,709
32,085	33,048	34,370	35,057
33,368	34,369	35,744	36,459
35,219	36,276	37,727	38,482
36,859	37,965	39,484	40,274
38,164	39,309	40,881	41,699
40,019	41,220	42,869	43,726
41,325	42,565	44,268	45,153
42,636	43,915	45,672	46,585
43,942	45,260	47,070	48,011
45,247	46,604	48,468	49,437
46,557	47,954	49,872	50,869
47,865	49,301	51,273	52,298
49,174	50,649	52,675	53,729
51,019	**52,550**	**54,652**	**55,745**
52,864	**54,450**	**56,628**	**57,761**

* See provisions of Article 24.2

RESEARCH ASSOCIATE

1/31/96	2/1/98	5/1/99	10/1/99
$25,237	$25,994	$27,034	$27,575
To	To	To	To
74,980	77,229	80,318	81,924

RESEARCH ASSISTANT

1/31/96	2/1/98	5/1/99	10/1/99
$24,493	$25,228	$26,237	$26,762
25,473	26,237	27,286	27,832
26,492	27,287	28,378	28,946
28,367	29,218	30,387	30,995
30,019	30,920	32,157	32,800
31,339	32,279	33,570	34,241
31,780	32,733	34,042	34,723
32,225	33,192	34,520	35,210

COLLEGE PHYSICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$23,523	$24,229	$25,198	$25,702
24,464	25,198	26,206	26,730
25,443	26,206	27,254	27,799
27,296	28,115	29,240	29,825
28,931	29,799	30,991	31,611
30,236	31,143	32,389	33,037
30,894	31,821	33,094	33,756
31,545	32,491	33,791	34,467
32,202	33,168	34,495	35,185
32,854	33,840	35,194	35,898
33,508	34,513	35,894	36,612
34,163	35,188	36,596	37,328

HIGHER EDUCATION OFFICER

1/31/96	2/1/98	5/1/99	10/1/99
$48,414	$49,866	$51,861	$52,898
50,351	51,862	53,936	55,015
52,365	53,936	56,093	57,215
54,216	55,842	58,076	59,238
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
64,601	66,539	69,201	70,585
66,808	68,812	71,564	72,995
69,532	71,618	74,483	75,973
72,257	74,425	77,402	78,950
74,980	77,229	80,318	81,924
77,128	**79,442**	**82,620**	**84,272**
79,277	**81,655**	**84,921**	**86,619**

HIGHER EDUCATION ASSOCIATE

1/31/96	2/1/98	5/1/99	10/1/99
$39,003	$40,173	$41,780	$42,616
40,563	41,780	43,451	44,320
42,186	43,452	45,190	46,094
44,039	45,360	47,174	48,117
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
54,034	55,655	57,881	59,039
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
64,062	**65,984**	**68,623**	**69,995**
65,730	**67,702**	**70,410**	**71,818**

HIGHER EDUCATION ASSISTANT

1/31/96	2/1/98	5/1/99	10/1/99
$29,931	$30,829	$32,062	$32,703
31,128	32,062	33,344	34,011
32,373	33,344	34,678	35,372
35,862	36,938	38,416	39,184
37,172	38,287	39,818	40,614
39,133	40,307	41,919	42,757
40,440	41,653	43,319	44,185
41,859	43,115	44,840	45,737
43,495	44,800	46,592	47,524
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
53,825	**55,440**	**57,658**	**58,811**
55,436	**57,099**	**59,383**	**60,571**

ASSISTANT TEACHER

1/31/96	2/1/98	5/1/99	10/1/99
$14,499	$14,934	$15,531	$15,842
15,079	15,531	16,152	16,475
15,682	16,152	16,798	17,134

ASSISTANT TO HIGHER EDUCATION OFFICER

1/31/96	2/1/98	5/1/99	10/1/99
$24,082	$24,804	$25,796	$26,312
25,045	25,796	26,828	27,365
26,047	26,828	27,901	28,459
27,242	28,059	29,181	29,765
28,279	29,127	30,292	30,898
29,694	30,585	31,808	32,444
31,545	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,650	38,780	40,331	41,138
38,960	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,573	42,820	44,533	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
45,320	**46,680**	**48,547**	**49,518**
46,452	**47,848**	**49,760**	**50,755**

ASSISTANT TO HIGHER EDUCATION OFFICER II*

1/31/96	2/1/98	5/1/99	10/1/99
$45,499	$46,864	$48,739	$49,714
46,628	**48,027**	**49,948**	**50,947**
47,760	**49,193**	**51,161**	**52,184**

* For incumbents covered by Article 24.2

ASSISTANT TO HIGHER EDUCATION OFFICER I*

1/31/96	2/1/98	5/1/99	10/1/99
$26,047	$26,828	$27,901	$28,459
27,242	28,059	29,181	29,765
28,279	29,127	30,292	30,898
29,694	30,585	31,808	32,444
31,545	32,491	33,791	34,467

* In accordance with Article 13.4

SENIOR REGISTRAR

1/31/96	2/1/98	5/1/99	10/1/99
$48,414	$49,866	$51,861	$52,898
50,351	51,862	53,936	55,015
52,365	53,936	56,093	57,215
54,216	55,842	58,076	59,238
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
66,808	68,812	71,564	72,995
69,532	71,618	74,483	75,973
72,257	74,425	77,402	78,950
74,980	77,229	80,318	81,924
77,128	**79,442**	**82,620**	**84,272**
79,277	**81,655**	**84,921**	**86,619**

REGISTRAR

1/31/96	2/1/98	5/1/99	10/1/99
$40,516	$41,731	$43,400	$44,268
42,137	43,401	45,137	46,040
43,822	45,137	46,942	47,881
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
55,854	57,530	59,831	61,028
58,035	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,394	64,266	66,837	68,174
64,062	**65,984**	**68,623**	**69,995**
65,730	**67,702**	**70,410**	**71,818**

ASSOCIATE REGISTRAR

1/31/96	2/1/98	5/1/99	10/1/99
$34,467	$35,501	$36,921	$37,659
35,846	36,921	38,398	39,166
37,280	38,398	39,934	40,733
39,133	40,307	41,919	42,757
40,440	41,653	43,319	44,185
41,859	43,115	44,840	45,737
43,495	44,800	46,592	47,524
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
53,825	**55,440**	**57,658**	**58,811**
55,436	**57,099**	**59,383**	**60,571**

ASSISTANT REGISTRAR

1/31/96	2/1/98	5/1/99	10/1/99
$27,454	$28,278	$29,409	$29,997
28,552	29,409	30,585	31,197
29,694	30,585	31,808	32,444
31,545	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,650	38,780	40,331	41,138
38,960	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,573	42,820	44,533	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
45,320	**46,680**	**48,547**	**49,518**
46,452	**47,846**	**49,760**	**50,755**

GRADUATE ASSISTANT A

1/31/96	2/1/98	5/1/99	10/1/99
$13,825	$14,240	$14,810	$15,106
14,378	14,809	15,401	15,709
14,953	15,402	16,018	16,338
15,771	16,244	16,894	17,232
16,699	17,200	17,888	18,246
17,352	17,873	18,588	18,960
18,279	18,827	19,580	19,972
18,933	19,501	20,281	20,687
19,587	20,175	20,982	21,402
20,243	20,850	21,684	22,118

GRADUATE ASSISTANT B

1/31/96	2/1/98	5/1/99	10/1/99
$6,912	$7,119	$7,404	$7,552
7,188	7,404	7,700	7,854
7,476	7,700	8,008	8,168
7,880	8,116	8,441	8,610
8,347	8,597	8,941	9,120
8,676	8,936	9,293	9,479
9,144	9,418	9,795	9,991
9,472	9,756	10,146	10,349
9,800	10,094	10,498	10,708
10,128	10,432	10,849	11,066

GRADUATE ASSISTANT C

1/31/96	2/1/98	5/1/99	10/1/99
$10,369	$10,680	$11,107	$11,329
10,784	11,108	11,552	11,783
11,214	11,550	12,012	12,252
11,826	12,181	12,668	12,921
12,524	12,900	13,416	13,684
13,015	13,405	13,941	14,220
13,711	14,122	14,687	14,981
14,203	14,629	15,214	15,518
14,693	15,134	15,739	16,054
15,185	15,641	16,267	16,592

CHIEF COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$33,098	$34,091	$35,155	$36,164
34,422	35,455	36,873	37,610
35,799	36,873	38,348	39,115
37,441	38,564	40,107	40,909
38,867	40,033	41,634	42,467
40,811	42,035	43,716	44,590
41,859	43,115	44,840	45,737
43,495	44,800	46,592	47,524
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
51,558	**53,105**	**55,229**	**56,334**
53,084	**54,677**	**56,864**	**58,001**

SENIOR COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$28,679	$29,539	$30,721	$31,335
29,826	30,721	31,950	32,589
31,019	31,950	33,228	33,893
32,442	33,415	34,752	35,447
33,676	34,686	36,073	36,794
35,361	36,422	37,879	38,637
36,452	37,546	39,048	39,829
37,541	38,667	40,214	41,018
38,634	39,793	41,385	42,213
39,722	40,914	42,551	43,402
40,811	42,035	43,716	44,590
41,715	**42,966**	**44,685**	**45,579**
42,619	**43,898**	**45,654**	**46,567**

COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$23,197	$23,893	$24,849	$25,346
24,125	24,849	25,843	26,360
25,090	25,843	26,877	27,415
26,240	27,027	28,108	28,670
27,240	28,057	29,179	29,763
28,602	29,460	30,638	31,251
29,477	30,361	31,575	32,207
30,347	31,257	32,507	33,157
31,220	32,157	33,443	34,112
32,091	33,054	34,376	35,064
33,182	34,177	35,544	36,255
34,270	35,298	36,710	37,444
35,361	36,422	37,879	38,637
36,452	37,546	39,048	39,829
37,301	38,420	39,957	40,756
38,148	39,292	40,864	41,681

ADJUNCTS AND HOURLY RATES

CHIEF COLLEGE LABORATORY TECHNICIAN, ADJUNCT CHIEF COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$25.91	$26.69	$27.76	$28.32
26.95	27.76	28.87	29.45
28.03	28.87	30.02	30.62
31.28	32.22	33.51	34.18
33.88	34.90	36.30	37.03

SENIOR COLLEGE LABORATORY TECHNICIAN, ADJUNCT SENIOR COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$22.30	$22.97	$23.89	$24.37
23.19	23.89	24.85	25.35
24.12	24.84	25.83	26.35
26.06	26.84	27.91	28.47
28.03	28.87	30.02	30.62

COLLEGE LABORATORY TECHNICIAN, ADJUNCT COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$18.08	$18.62	$19.36	$19.75
18.80	19.36	20.13	20.53
19.55	20.14	20.95	21.37
22.15	22.81	23.72	24.19
24.77	25.51	26.53	27.06

ADJUNCT AND HOURLY PROFESSORIAL RATES

INSTRUCTOR, LECTURER, ADJUNCT LECTURER

1/31/96	2/1/98	5/1/99	10/1/99
$45.80	$47.17	$49.06	$50.04
47.63	49.06	51.02	52.04
49.54	51.03	53.07	54.13
51.77	53.32	55.45	56.56
53.98	55.60	57.82	58.98

**ASSISTANT PROFESSOR,
ADJUNCT ASSISTANT PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$51.94	$53.50	$55.64	$56.75
54.02	55.64	57.87	59.03
56.18	57.87	60.18	61.38
58.39	60.14	62.55	63.80

**ASSOCIATE PROFESSOR,
ADJUNCT ASSOCIATE PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$56.00	$57.68	$59.99	$61.19
58.24	59.99	62.39	63.64
60.57	62.39	64.89	66.19
62.81	64.69	67.28	68.63
64.99	66.94	69.62	71.01

**PROFESSOR,
ADJUNCT PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$62.12	$63.98	$66.54	$67.87
64.60	66.54	69.20	70.58
67.18	69.20	71.97	73.41
69.41	71.49	74.35	75.84
71.61	73.76	76.71	78.24

**NON-TEACHING ADJUNCT I AND II*,
INSTRUCTOR, LECTURER**

1/31/96	2/1/98	5/1/99	10/1/99
$27.49	$28.30	$29.44	$30.02
28.59	29.44	30.61	31.22
29.73	30.62	31.84	32.48
31.06	31.99	33.27	33.94
32.39	33.36	34.69	35.39

**NON-TEACHING ADJUNCT III*
ASSISTANT PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$31.16	$32.10	$33.38	$34.05
32.41	33.38	34.72	35.42
33.71	34.72	36.11	36.83
35.04	36.08	37.53	38.28

**NON-TEACHING ADJUNCT IV*
ASSOCIATE PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$33.60	$34.61	$35.99	$36.71
34.94	35.99	37.43	38.18
36.34	37.43	38.93	39.71
37.68	38.81	40.37	41.18
38.99	40.16	41.77	42.61

**NON-TEACHING ADJUNCT V*
PROFESSOR**

1/31/96	2/1/98	5/1/99	10/1/99
$37.28	$38.39	$39.92	$40.72
38.77	39.92	41.52	42.35
40.32	41.52	43.18	44.05
41.64	42.89	44.61	45.50
42.97	44.26	46.03	46.94

* Applicable to other titles described in Article 24, Assigned Overtime Rates

One-Time Cash Payments

1. Effective September 1, 1998, each full-time employee shall receive a one-time cash payment in the amount of $1250.

2. Effective upon the successful completion of teaching courses in the Fall 1998 semester, an adjunct faculty member will be eligible for one-time cash payments as follows:

$125 for teaching one course
$250 for teaching two courses
$500 for teaching three courses
$625 for teaching more than three courses

If the adjunct faculty member teaches again in the Spring 1999 semester, he/she will receive a one-time cash payment based upon the above formula, upon successful completion of the courses.

Full-time staff will be eligible only for the one-time cash payment of $1250 as full-time employees and are not eligible for any adjunct service cash payment.

3. Effective upon successful completion of their assignments in the Fall 1998 semester non-teaching adjunct faculty members will be eligible for one-time cash payments as follows:

$125 for completing 56.25 hours
$250 for completing 112.5 hours
$500 for completing 168.75 hours
$625 for completing 225 or more hours.

If the non-teaching adjunct faculty member works again in the Spring 1999 semester, he/she will receive a one-time cash payment based upon the above formula, upon successful completion of the assignment.

Full-time staff will be eligible only for the one-time cash payment of $1250 as full-time employees and are not eligible for any adjunct service cash payment.

Assigned Overtime Rates

Counseling

Members of the non-classroom staff engaged in professional psychological counseling assignments shall be remunerated in accordance with the appropriate adjunct or hourly rate.

All other non-classroom staff engaged in counseling assignments shall be remunerated at the rate of 60 percent of the appropriate adjunct or hourly rate.

Professional Library Staff

Associate Professors, Assistant Professors and Instructors shall be remunerated in accordance with the appropriate schedule and in accordance with the stated guidelines at the rate of 60 percent of that schedule.

Professional Registrar Staff

Associate Registrars and Assistant Registrars shall be remunerated in accordance with the appropriate schedule and in accordance with the stated guidelines at the rate of 60 percent of that schedule.

Associate Registrars who are reclassified to the title Higher Education Assistant or Assistant Registrars who are reclassified to the title Assistant to Higher Education Officer or appointed to the title Higher Education Assistant, while continuing to perform registrarial duties, shall continue to be remunerated in accordance with the foregoing paragraph and the practices in effect at the college of employment.

Both parties agree that the work required from these staffs during the registration period is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during registration periods. Necessary coverage is to be achieved through work schedule changes.

Professional Business Management Staff

An employee who was converted from an Assistant Business Manager or Assistant to Business Manager title effective January 1, 1988, to a HEO series title and remains in the converted HEO series title performing the same duties performed in the former Business Manager series title shall be remunerated in accordance with the schedule and in accordance with the stated guidelines at the rate of 60 percent of that schedule.

Both parties agree that the work required from these staffs during peak periods, such as registration, budget preparation, etc., is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during these peak periods. Necessary coverage is to be achieved through work schedule changes.

College Laboratory Technicians

College Laboratory Technicians shall be remunerated for work performed in special sessions (evening, summer evening) beyond their normal assignments at an hourly rate in accordance with the newly established schedules.

ARTICLE 25
RESEARCH, FELLOWSHIP, SCHOLAR INCENTIVE AND PERFORMANCE EXCELLENCE AWARDS

25.1 The parties agree that the University shall provide the following sums in the form of research and fellowship awards:

PSC-CUNY RESEARCH AWARDS:

7/1/96	$2,800,000
7/1/97	$2,800,000
7/1/98	$2,884,000
7/1/99	$2,999,360
7/1/00	$3,059,347

FELLOWSHIP AWARDS:

8/31/96	$1,500,000
8/31/97	$1,500,000
8/31/98	$1,545,000
8/31/99	$1,606,000
8/31/00	$1,638,120

Up to one third of the sum provided for fellowship awards shall be set aside for full-pay half-year leaves in order to assure the financial ability to provide a minimum of one such award every other year at each college.

In order to provide continuity in these programs, the parties agree that the last annual grant under this Agreement shall be for a full year.

25.2 PSC-CUNY Research Awards

(a) Eligibility: It is the intention of the parties that the funds for research shall be available without restriction to all full-time members of the instructional staff, and the junior members of the faculty in particular, who are on the regular University payroll processed through the Office of the Comptroller of the City or State of New York. The parties further intend that research funding shall be used to support activities in the creative arts and all academically relevant research in the areas of natural science, social science and humanities, including but not limited to research related to curriculum development, improvement in teaching, adaptation of standard educational techniques to special clientele and the relationship between technical or occupational training and the liberal arts curriculum.

(b) Committee: The Chancellor shall appoint a faculty committee to be composed of representation among the Biological Sciences, the Physical Sciences, the Social Sciences, the Humanities, the professional schools and a representative of the non-classroom professional staffs. Such committee shall be constituted as the University Committee on Research Awards, charged with the responsibility to make, in its discretion, research grants to individual instructional staff members of The City University of New York. The Chancellor may designate such University personnel as required for the financial administration of the research fund.

(c) The Committee shall be responsible for establishing guidelines for the application and approval of research awards and shall communicate these procedures to all members of the instructional staff.

25.3 Fellowship Awards

(a) Eligibility: It is the intention of the parties that the funds for fellowship awards be limited to instructional staff members of the permanent instructional staff. Tenured members of the permanent instructional staff, including those holding the title Lecturer with certificates of continuous employment, who have completed six years of continuous paid full-time service with the University exclusive of non-sabbatical or fellowship leave, shall be eligible for a fellowship award. Individuals in professorial titles who are on leave from the title Lecturer with a certificate of continuous employment shall be eligible for a fellowship award. Service shall include service in a school or college maintained in whole or part with City funds immediately preceding service in a college or institution under the jurisdiction of the Board of Trustees, provided that credit for such prior service shall not exceed three (3) years.

(b) Applications: 1. Applications for a fellowship award may be made for the following purposes:

(a) Research (including study and related travel)
(b) Improvement of teaching
(c) Creative work in literature or the arts

2. Such application shall also state that the applicant will continue to serve for at least one year after expiration of the term of his or her leave unless this provision is expressly waived by the Board of Trustees.

3. The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the fellowship leave. The President shall transmit such application to the Board of Trustees, with his or her own recommendation.

4. The Board of Trustees will consider the advantage of the applicant as a scholar and teacher to be expected from such a fellowship award, and the consequent advantage through his or her service to the college. Special consideration shall be given to those applicants who have not had a sabbatical leave or fellowship in fourteen (14) or more years.

5. Application may be for one of three types of fellowship leaves:
   - a full year leave at one-half the annual salary
   - a one-half year leave at one-quarter the annual salary
   - a one-half year leave at full pay

Fellowship leaves received by members of the instructional staff who serve in the libraries will be of the same duration as those of other instructional staff. Members of the instructional staff who serve in libraries will not accrue annual leave during the period of the fellowship leave.

Members of the unit who receive a full-year fellowship leave at one-half pay may, at their option, upon written notice to the President no later than October 30 or March 30, whichever is applicable, terminate the fellowship leave after one-half year.

Where fellowships are terminated upon request under Section 25.3 (b) 5, such termination relieves the University of any obligation to further claims for the second half of the leave, but does not reduce the time period or other qualifications required for consideration for a subsequent fellowship leave.

(c) The University agrees to request the appropriate retirement system to credit the period of the fellowship as service for retirement purposes. The period of the fellowship leave shall be credited for increment purposes.

(d) Nothing contained in this Article shall be construed to diminish or impair the rights of an employee appointed prior to July 1, 1965, of the benefits of the Bylaws of the Board as they existed on July 1, 1965 with respect to sabbatical leaves of absence.

25.4 Professional Reassignments

The parties agree to establish a paid leave not to exceed four weeks during any year commencing September 1 and ending August 31 for the purpose of permitting members of the instructional staff who serve in the libraries to be reassigned for research, scholarly writing, and other recognized professional activities that enhance their contribution to City University. The reassignments shall be subject to approval by the personnel and budget committees of the respective library departments and appropriate college-wide committees. The parties accept as a goal the reassignment of 50 members of the instructional staff in the University libraries during a one-year period.

The parties agree to establish a paid leave not to exceed four weeks during any year commencing September 1 and ending August 31 for the purpose of permitting members of the instructional staff who are appointed or assigned full-time as Counselors or to other student personnel assignments on or after September 1, 1998, except those in the Higher Education Officer series, to be reassigned for research, scholarly writing, and other recognized professional activities that enhance their contribution to the City University. The reassignments shall be subject to approval by the personnel and budget committee of their department and appropriate college-wide committees. The parties accept as a goal the establishment of such reassignment leaves equal to 20% of the members of the instructional staff appointed or assigned full-time as Counselors or to other student personnel assignments on or after September 1, 1998, except those in the Higher Education Officer series, or 50 such leaves, whichever is less.

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25.5 Scholar Incentive Awards

Scholar Incentive Awards of not less than one semester nor more than one year shall be established for full-time personnel in the following titles: Professor, Associate Professor, Assistant Professor, Instructor, Lecturer, University Professor, Distinguished Professor and Medical Series. The only purpose of these Awards shall be to facilitate bona fide and documented scholarly research. Other projects or proposals (e.g. meeting of degree requirements, study, service outside the University) or reasons (e.g. professional, career, personal) shall not be considered for these Awards.

The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the Scholar Incentive Award. Upon positive recommendation of the President, the application shall be forwarded to the Chancellor for review and recommendation.

The following principles for such Scholar Incentive Awards shall apply:

1. A candidate shall be a full-time member of the instructional staff in one of the above titles.

2. A candidate shall have completed not less than one full year of continuous paid full-time service with the University before becoming eligible for a Scholar Incentive Award. A candidate shall be eligible for a subsequent Scholar Incentive Award after six years of creditable service with the University since the completion of the last Scholar Incentive Award. A Scholar Incentive Award may not be held concurrently with a Fellowship Leave.

3. If a Scholar Incentive Award is immediately preceded by full-time continuous service creditable for tenure or a Certificate of Continuous Employment or Fellowship Award and immediately followed by such full-time continuous service, the period of creditable service immediately preceding the Scholar Incentive Award shall be counted in computing the years of service required for the granting of tenure, Certificate of Continuous Employment or Fellowship Award.

4. A candidate may be compensated by the University for up to 25% of annual salary rate. The total amount of money earnable with outside support and the University salary may not exceed 100% of the annual salary rate that the person would have received without the leave. The amount may be less than 25% if the amount of any outside fellowship and grant support received would result in earnings above 100% of salary.

5. The University shall develop guidelines to be utilized in approving applications for Scholar Incentive Awards.

25.6 Performance Excellence Awards

a) The City University and the Professional Staff Congress are committed to recognizing excellent performance among the teaching and non-teaching instructional staff. These awards are dedicated to that end.

b) There will be a University-wide total of 119 performance excellence awards in the 1998-99 academic year and a University-wide total of 120 performance excellence awards in the 1999-2000 academic year. The Chancellor shall apportion the awards to the Colleges, including the Central Office, based upon a formula to be agreed upon by the parties. Each award shall be in the amount of five thousand dollars ($5,000) which shall be pensionable. These awards shall not accrue to the base salary of the recipient.

c) Procedures:

1. For Faculty Performance Excellence Awards:

A. Any member of the teaching instructional staff (Professors, Associate Professors, Assistant Professors, Lecturers and Instructors) in a department may be nominated for a performance excellence award by any member of the College's instructional staff as defined in Section 6.1 of the Bylaws of the Board of Trustees. All nominations are to be submitted to the department's committee on appointments or the department committee on personnel & budget. The Chairperson shall recommend to the college committee on faculty personnel & budget only those applications that receive a majority affirmative vote of the department's committee on appointments or the department committee on personnel & budget.

B. The college committee on faculty personnel & budget shall forward to the President only those applications that receive a majority affirmative vote of the college committee on faculty personnel & budget.

2. For Performance Excellence Awards for Non-Teaching Instructional Staff:

A. Each college, including the Central Office, will have a College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff to review nominations of non-teaching instructional staff for Performance Excellence Awards. The committee shall be composed of three members chosen by the PSC and three members chosen by the President. Every member of the committee must be appointed as either a Higher Education Officer or a Higher Education Associate and have supervisory or administrative responsibilities. Any member of the non-teaching instructional staff may be nominated for a Performance Excellence Award by any member of the College's instructional staff as defined in Section 6.1 of the Bylaws of the Board of Trustees. This committee shall forward to the President only those applications that receive a majority affirmative vote of the committee.

3. The President shall select the award recipients from among the nominations forwarded to him/her by the college committee on faculty personnel & budget and the College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff.

4. The collective and separate judgment of the department's committee on appointments, the department committee on personnel & budget, the college committee on faculty personnel & budget, the College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff, and the President shall not be grievable.

5. The actions of the committees with respect to applications for performance excellence awards shall be by secret ballot. Deliberations of the committees shall be confidential.

6. An instructional staff member may receive only one Performance Excellence Award for the duration of this collective bargaining agreement.

7. If, for any reason, the number of awards granted is less than the number of awards allocated to the College, the difference will be awarded by the College in the next academic year.

d) Criteria

1. Teaching Faculty: Recommendations for Performance Excellence Awards shall be based upon superior performance in all areas and demonstrated excellence in at least one of the areas of 1) teaching or direct instructional contributions; 2) research; 3) scholarly writing; 4) creative works in the individual's discipline; and 5) service to the University and the community.

2. Non-Teaching Instructional Staff: Recommendations for Performance Excellence Awards shall be based upon superior performance in all areas and demonstrated excellence in the performance of one or more responsibilities during the academic year.

25.7 Complaint Procedure

Award decisions made under this Article shall be subject only to the informal complaint procedure specified in Article 20 hereof.

ARTICLE 26
WELFARE BENEFITS

26.1 The University shall contribute $1,175.00 effective February 1, 1995. The above amount will be paid on a per capita per annum basis to the PSC-CUNY Welfare Fund for all full-time eligible members of the instructional staff, including Lecturers. The per capita count shall be based on the life insurance enrollment figures.

26.2 Determination of eligibility and benefits is made by the PSC-CUNY Welfare Fund.

26.3 The parties agree to reorganize the structure of the PSC-CUNY Welfare Fund in accordance with the principles set forth in the document entitled "Structure of the PSC-CUNY Welfare Fund," dated May 21, 1985. The restructured PSC-CUNY Welfare Fund shall for all purposes be considered the successor entity to the former Fund.

26.4 The University shall contribute to the PSC/CUNY Welfare Fund the following annual amounts on a pro-rata basis for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Higher Education/CUNY and the certified union representing such employees, who were participants in the CUNY optional Retirement Program (TIAA - CREF), who were employed by CUNY on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the CUNY optional Retirement Plan (TIAA - CREF) ("eligible individual or employee").

a. Eligible Employees separated from service from July 1, 1970 through August 31, 1982.
Effective January 1, 1999 $910.00

b. Eligible Employees separated from service on or after September 1, 1982.
Effective January 1, 1999 $1350.00

26.5 The University and the PSC agree that the health benefit for qualified adjuncts shall be available to those non-teaching adjuncts who are working ten or more hours per week and who have worked ten or more hours for two consecutive semesters and to those teaching adjuncts who are teaching six or more hours (or the equivalent) in the semester and who have taught one or more courses for two consecutive semesters (not including Summer Sessions) provided that said non-teaching and teaching adjuncts are not covered by other primary health care insurance provided by or through another source. Adjuncts who establish eligibility as provided in this paragraph, which is based upon CUNY-wide service, shall be eligible to receive benefits in the third consecutive semester. Such benefit shall be partially contributory by the employee. The amount of the employee's contribution shall depend upon available funding and the number of eligible employees.

An adjunct who has established eligibility for this health benefit shall lose eligibility if in any two out of three academic years the adjunct is employed in only one semester of the year at CUNY.

Effective February 1, 1986, an amount of money equal to one quarter of one percent (.25%) of the aggregate unit salaries shall be paid each year for health insurance benefits to the PSC for this welfare fund health benefit for eligible adjuncts. Effective January 1, 2000, there shall be a one-time, cash payment in the amount of $2.5 million paid to the PSC Welfare Fund for the adjunct health insurance account.

ARTICLE 27
RETIREMENT

27.1 At such time as the prohibition against pension negotiations is removed, the PSC and the University agree to meet and negotiate matters of pensions which require legislative action.

The University agrees to make available to participants in the TIAA retirement program "The Retirement Transition Benefit" which permits an individual participant to receive a lump sum payment of up to 10% of his/her TIAA/CREF accumulation if the participant is 55 or older at time of retirement.

The University shall continue to maintain and staff a University pension office for the purpose of providing informational services to the members of this unit.

Determination of pension eligibility and benefits are made by the appropriate retirement plan.

27.2 The parties agree to continue, subject to law, to implement a tax-free exchange of section 403(b) tax-sheltered annuity contracts for members of the New York City Teachers' Retirement System Tax Deferred Annuity Program with a different insurer as qualified under section 1035 of the Internal Revenue Code.

27.3 The University and the PSC agree that CUNY public retirement system retirees shall have the option of changing their previous choice of Health Plans and of providing for coverage of eligible dependents acquired subsequent to retirement, in accordance with the rules and regulations of the New York City Department of Personnel Health Insurance Division.

27.4 Effective September 1, 1985, or as soon thereafter as practicable, members of the Optional Retirement System (which at present is TIAA-CREF) who have separated from CUNY service and are collecting a retirement benefit based on their service at CUNY shall be eligible for coverage in the City Health Insurance Program, if and when the following additional qualifications are met:

a. For instructional staff initially appointed to a full-time annual position on or before June 30, 1976:

(1) Separated from CUNY service at age 55 or over with at least ten (10) years of pensionable, continuous, full-time CUNY service,

or

(2) Separated from CUNY service prior to age 55 with at least fifteen (15) years of pensionable, continuous, full-time CUNY service and attained the age of 55.

b. For instructional staff initially appointed to a full-time annual position between July 1, 1976 and August 31, 1985:

(1) Separated from CUNY service with at least fifteen (15) years of pensionable, continuous, full-time CUNY service and attained the age of 62,

or

(2) Separated from CUNY service with at least ten (10) years of pensionable, continuous, full-time CUNY service and no subsequent full-time employment in a college, university, or other institution of post-secondary education related to the duties performed while in active service at The City University or to duties normally performed by the instructional staff at the City University and attained the age of 62.

c. For instructional staff initially appointed to a full-time annual position on or after September 1, 1985:

(1) Separated from CUNY service at age 62 or over with fifteen (15) years of pensionable, continuous, full-time CUNY service,

or

(2) Separated from CUNY service prior to age 62 with fifteen (15) years of pensionable, continuous, full-time CUNY service and no subsequent full-time employment in a college, university, or other institution of post-secondary education related to the duties performed while in active service at The City University or to duties normally performed by the instructional staff at The City University and attained the age of 62.

d. "Continuous service," as used in this section, shall not be broken by any approved leave of absence without pay. The period of such approved leave without pay shall not count toward the total number of years required for eligibility.

27.5 A member of the full-time instructional staff who participates in the Optional Retirement Program, who becomes disabled, and who is determined by the United States Social Security Administration or by the TIAA/CREF disability program or its successor under this Agreement, to be physically or mentally incapacitated for the performance of duty, shall be eligible to receive paid New York City Employee Benefits Program basic health benefits, provided that he or she had completed at least ten years of full-time service at The University immediately prior to being disabled; he or she is receiving a retirement benefit from the Optional Retirement Program; and he or she receives no basic health coverage from another source.

In the event that the United States Social Security Administration determines that the instructional staff member is not disabled, and the instructional staff member's disability claim has not been reviewed by TIAA/CREF or its successor, at the request of the instructional staff member, the Professional Staff Congress/CUNY and City University of New York shall designate a mutually acceptable physician to review the instructional staff member's claim that he/she is physically or mentally incapacitated for the performance of duty, applying the identical standards and criteria as the New York City Teachers' Retirement Program. If the instructional staff member is determined by the designated physician to be physically or mentally incapacitated for the performance of duty, he/she shall be eligible for New York City Employee Benefits Program basic health benefits, provided that

he/she had completed at least ten years of full-time service at The University immediately prior to being disabled, he/she is receiving a retirement benefit from the Optional Retirement Program, and he/she receives no basic health coverage from another source.

In the event that the disability is the result of a work-related injury, the length of service requirement is waived.

ARTICLE 28
TRAVEL ALLOWANCES

The University shall provide the sum of $720,000 annually ($741,600, effective February 1, 1998; $771,264, effective May 1, 1999; and $786, 689, effective October 1, 1999) for use by members of the bargaining unit for attendance at professional meetings and conferences. The allocation of travel funds at each college shall be made by the appropriate college official or college committees.

ARTICLE 29
WAIVER OF TUITION FEES

29.1 All full-time members of the instructional staff in this unit shall be granted a waiver of tuition fees for undergraduate credit-bearing courses offered by the University during the fall and spring semesters in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees.

29.2 The parties agree to provide six credits per semester during the fall and spring semesters at the graduate level to full-time members of the instructional staff on a space available, no-cost basis.

29.3 An adjunct who has taught one or more courses in the same department at the same college for ten consecutive semesters (not including summer session) and who is appointed to teach a course of not fewer than three contact hours per week in a Fall or Spring semester shall be granted tuition remission for up to one course in that semester. If the course offered is at the graduate level, it shall be available on a space-available basis. An adjunct who has established eligibility for this tuition waiver shall lose eligibility if in any two out of three academic years the adjunct teaches in only one semester of the year at that college.

29.4 Effective January 1, 2000, there shall be a one-time cash payment of $1 million to the Graduate School and University Center for the purpose of providing partial tuition remission to graduate students of The City University who serve as Graduate Assistants or as adjuncts with the University.

ARTICLE 30
FACILITIES AND SERVICES

30.1 The parties recognize the importance to the proper functioning of the University of providing adequate space, facilities and services for the instructional staff.

30.2 To the extent that suitable space is available, each full-time member of the instructional staff shall have a desk, a chair, a file cabinet, and a book shelf and adjunct instructional staff shall have access to desk and file space.

30.3 Subject to appropriate governmental approval of Master Plans providing for the same, design specifications for the construction of new facilities for the use of members of the instructional staff shall provide for:

(a) A minimum of 120 square feet of office space for the use of each full-time member of the faculty for whose use the facility is designed;

(b) An office desk, chair, file drawers, a telephone and book shelves for each full-time member of the faculty;

(c) Dining facilities and an Instructional Staff lounge on each campus; and

(d) Appropriate facilities for adjuncts.

ARTICLE 31
REHIRING OF PERSONS WHO ARE DISCONTINUED

31.1 Tenured Persons and Lecturers Holding CCEs

The provisions of subdivision eight of section 6212 of the Education Law shall be followed in the case of tenured persons. The provisions of the Board Bylaw Section 6.14 and the provisions of this Agreement shall be followed in the case of certificated persons.

The name of any such person shall be placed on an eligible list to be used in the filling of vacancies which may thereafter arise in the title and retrenchment unit of last employment. Rules and regulations shall be promulgated which include provision for the rehiring of such persons on a last released first rehired basis.

31.2 Non-Tenured Persons in the titles Professor, Associate Professor, Assistant Professor, College Laboratory Technician Series, Registrar Series, and Non-Certificated Lecturers.

The name of any such person, except a person who received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies arising prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or the expiration date of any reappointment in the title last held in the retrenchment unit of last employment, except that when an individual has received a recommendation for tenure or the CCE and is retrenched prior to the effective date of tenure or the CCE, the name of the individual shall be placed on an eligible list for a period of three years. Any person restored to a position pursuant to this paragraph shall receive notice of reappointment or non-reappointment no later than June 15. The dates provided in Article 18 of this agreement for observations and evaluations shall not apply with respect to any reappointment or non-reappointment of a person restored to service pursuant to this paragraph. When a person is restored to service pursuant to this paragraph, the period of creditable service prior to the discontinuance shall be added to creditable service after such restoration for purposes of computing years of service required for tenure, but an academic year in which such person did not serve a full continuous year shall not be included in computing the years of service required for tenure. Rules and regulations shall be promulgated for the administration of these lists which include provision for the rehiring of persons on a last released first rehired basis except for special educational reasons. Acceptance of a position in the same or in a higher title in another college shall cause a person's name to be removed from the eligible list.

31.3 Staff in Non-Tenure and Non-Certificate Bearing Titles

The name of any such person, except a person who has received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies for a position in his/her title, function, and retrenchment unit which may arise prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or three years, whichever period is shorter. Should such a position be reestablished, persons on the eligible list shall be restored to service in reverse order of discontinuance, except for special educational reasons, with respect to teaching personnel in these titles.

Any person restored to a position pursuant to this paragraph who would otherwise receive a notice of appointment or non-reappointment during that academic year shall receive such notice no later than June 15.

The dates provided in Article 18 of this agreement for observations and evaluations shall not apply to a reappointment or non-reappointment of a person restored to service pursuant to this paragraph.

31.4 Acceptance of a position in the same or in a higher title in another college shall cause a person's name to be removed from the eligible list.

31.5 CUNY agrees to publicize the functions of the University's Instructional Staff Referral Service and to extend its services to members of the PSC bargaining unit in both full-time and part-time positions.

The Instructional Staff Referral Service shall accept and periodically transmit to the colleges applications for positions from persons who were discontinued in full-time or part-time positions.

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ARTICLE 32
DISCONTINUANCES

32.1 The term discontinuance as used in the agreement means the termination in accordance with retrenchment procedures of an individual's service on dates other than those provided in Articles 9, 10 and 13 of the agreement and through procedures other than those normally utilized in academic and administrative appointments, reappointments and non-reappointments.

32.2 Any discontinuance of employees in this unit during the term of this agreement shall be undertaken only after other measures have been explored and implemented to the extent practicable consistent with the Board's responsibilities to govern the University, to carry out the academic programs of the University and to provide a safe and appropriate environment.

ARTICLE 33
FACULTY AND STAFF DEVELOPMENT

33.1 The University agrees to develop and implement with the PSC programs of professional development and/or retraining for tenured and certificated members of the instructional staff in the titles Professor, Associate Professor, Assistant Professor, Instructor, and Lecturer. Participation in the programs shall be voluntary.

33.2 The University, through its Office of Faculty and Staff Relations, agrees to develop and implement with the PSC programs of professional development and/or retraining for members of the non-classroom instructional staff. The program shall be voluntary. The University shall have the right to assign staff to the program only during the normally scheduled work day.

33.3 The Chancellor will consult with the President of the PSC regarding general guidelines for the development and implementation of the programs. These programs shall be developed on a no-cost basis.

33.4 Staff successfully completing a faculty or staff development program shall, upon their request, have acknowledgment of this fact placed in their personal personnel files.

33.5 This Article shall not be subject to Article 20.

ARTICLE 34
MEDICAL SERIES

34.1 Persons in the medical series shall be compensated as follows:

	1/31/96	2/1/98	5/1/99	10/1/99
Medical Professor	$62,323	$64,193	$66,761	$68,096
(Basic Sciences)	To	To	To	To
	89,207	91,883	95,558	97,469
Associate Medical	$52,244	$53,811	$55,963	$57,082
Professor	To	To	To	To
(Basic Sciences)	78,309	80,658	83,884	85,562
Assistant Medical	$42,167	$43,432	$45,169	$46,072
Professor	To	To	To	To
(Basic Sciences)	67,409	69,431	72,208	73,652
Medical Professor	$80,461	$82,875	$86,190	$87,914
(Clinical)	To	To	To	To
	119,727	123,319	128,252	130,817
Associate Medical	$70,385	$72,497	$75,397	$76,905
Professor	To	To	To	To
(Clinical)	100,108	103,111	107,235	109,380
Assistant Medical	$62,323	$64,193	$66,761	$68,096
Professor	To	To	To	To
(Clinical)	89,205	91,885	95,560	97,471
Adjunct Assistant	$132.00	$135.96	$141.40	$144.23
Medical Professor	137.28	141.40	147.06	150.00
(Clinical)	142.77	147.05	152.93	155.99
	153.65	158.26	164.59	167.88
	164.58	169.52	176.30	179.83

	1/31/96	2/1/98	5/1/99	10/1/99
Adjunct Associate Medical Professor *(Clinical)*	$154.15	$158.77	$165.12	$168.42
	160.32	165.13	171.74	175.17
	166.73	171.73	178.60	182.17
	177.64	182.97	190.29	194.10
	188.56	194.22	201.99	206.03
Adjunct Medical Professor *(Clinical)*	$176.34	$181.63	$188.90	$192.68
	183.39	188.89	196.45	200.38
	190.73	196.45	204.31	208.40
	203.82	209.93	218.33	222.70
	219.04	225.61	234.63	239.32
Adjunct Assistant Medical Professor *(Basic Sciences)*	$81.61	$84.06	$87.42	$89.17
	84.87	87.42	90.92	92.74
	88.26	90.91	94.55	96.44
	101.07	104.10	108.26	110.43
	110.06	113.36	117.89	120.25
Adjunct Associate Medical Professor *(Basic Sciences)*	$103.77	$106.88	$111.16	$113.38
	107.92	111.16	115.61	117.92
	112.24	115.61	120.23	122.63
	123.14	126.83	131.90	134.54
	134.08	138.10	143.62	146.49
Adjunct Medical Professor *(Basic Sciences)*	$125.95	$129.73	$134.92	$137.62
	130.99	134.92	140.32	143.13
	136.23	140.32	145.93	148.85
	149.28	153.76	159.91	163.11
	164.58	169.52	176.30	179.83

34.2 The terms and conditions of employment for the above titles shall be those contained in the Bylaws of the Board and the written policies of the Board and, in addition, only the following provisions of this Agreement shall be applicable to the Medical Professorial titles:

Article 3	- Unit Stability
Article 4	- Check-off and Agency Shop
Article 8	- Non-Discrimination
Section 20.3	- Informal Procedure for Handling Complaints
Section 24.3	- Application of Salary Increases
Article 25.5	- Scholar Incentive Awards
Article 26	- Welfare Benefits
Article 27	- Retirement
Article 38	- Workers Compensation
Article 39	- Occupational Safety and Health
Article 40	- Educational Technology
Article 41	- No Strike Pledge
Article 42	- Legislative Action
Article 43	- 1998-2000 Financial Provisions

ARTICLE 35
CUNY LAW SCHOOL

35.1 Persons in the CUNY Law School series shall be compensated as follows:

	1/31/96	2/1/98	5/1/99	10/1/99
Law School Professor	$63,905 To 103,680	$65,822 To 106,790	$68,455 To 111,062	$69,824 To 113,283
Law School Associate Professor	$54,319 To 84,671	$55,949 To 87,211	$58,187 To 90,699	$59,351 To 92,513
Law School Assistant Professor	$46,330 To 69,119	$47,720 To 71,193	$49,629 To 74,041	$50,622 To 75,522
Law School Instructor	$27,479 To 60,479	$28,303 To 62,293	$29,435 To 64,785	$30,024 To 66,081
Law School Lecturer	$3,195/mo To $8,638/mo	$3,291/mo To 8,897/mo	$3,423/mo To 9,253/mo	$3,491/mo To 9,438/mo
Law School Library Professor	$48,414 To 74,980 77,129 79,377	$49,866 To 77,229 79,442 81,655	$51,861 To 80,318 82,620 84,921	$52,898 To 81,924 84,272 86,619
Law School Library Associate Professor	$39,003 To 62,394 64,052 65,736	$40,173 To 64,266 65,984 67,702	$41,780 To 66,837 68,623 70,410	$42,616 To 68,174 69,995 71,818
Law School Library Assistant Professor	$29,931 To 52,213 53,825 55,436	$30,829 To 53,779 55,440 57,099	$32,062 To 55,930 57,650 59,383	$32,703 To 57,049 58,811 60,571

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	1/31/96	2/1/98	5/1/99	10/1/99
Law School Adjunct Professor	$63.90 To 190.08	$65.82 To 195.78	$68.45 To 203.61	$69.82 To 207.68
Law School Adjunct Associate Professor	$55.82 To 138.24	$57.60 To 142.39	$59.90 To 148.09	$61.10 To 151.05
Law School Adjunct Assistant Professor	$51.14 To 103.68	$52.67 To 106.79	$54.78 To 111.06	$55.88 To 113.28
Law School Non-Teaching Adjunct III Law School Assistant Professor	$30.68 To 62.20	$31.60 To 64.07	$32.87 To 66.64	$33.53 To 67.97
Law School Non-Teaching Adjunct II Law School Associate Professor	$33.55 To 82.94	$34.56 To 85.43	$35.94 To 88.85	$36.66 To 90.63
Law School Non-Teaching Adjunct I Law School Professor	$38.35 To 114.06	$39.49 To 117.47	$41.07 To 122.17	$41.89 To 124.61

35.2 Individuals employed in the title Law School Lecturer shall not be employed more than five consecutive months in one academic year.

35.3 Individuals employed in the title Law School Library Professor, Law School Library Associate Professor or Law School Library Assistant Professor shall have 30 work days of annual leave, shall work a 35 hour week and shall have regular holidays with pay as follows:

(a) Independence Day
(b) Labor Day - first Monday in September
(c) Thanksgiving Holiday - fourth Thursday in November, Friday following
(d) Christmas Holiday - December 24 and 25
(e) New Year's Holiday - December 31, January 1
(f) Martin Luther King, Jr.'s Birthday - Third Monday in January
(g) Memorial Day - The last Monday in May
(h) In addition, there shall be three unscheduled holidays in the period September 1 - August 31 each year.

If a holiday falls on a Saturday or Sunday which is not a regular work day it shall be observed on the Friday before or the Monday following as designated by the Law School or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the fiscal year, with the prior approval of the employee's supervisor. Professional Law School Library Staff shall be required to work Election Day, Lincoln's Birthday and Presidents' Day for which they shall be remunerated in accordance with the assigned overtime rate.

The assigned overtime rates for the Professional Law School Library Staff shall be the Non-teaching Adjunct rate listed in Article 24.

35.4 In accordance with the special nature of the instructional program of the Law School, individuals in HEO titles only in the Law School may be assigned teaching duties as a part of their regular 35 hour per week assignment. Individuals so assigned shall be released from their regular HEO duties for the number of classroom contact hours taught weekly and, in addition, an equal number of hours equal to the number of classroom contact hours taught per week.

35.5 The terms and conditions of employment for the above titles shall be those contained in the Bylaws applicable to the Law School and the written policies of the University applicable to the Law School, and, in addition, only the following provisions of this agreement shall be applicable to the CUNY Law School Professorial Series:

Article 3	- Unit Stability
Article 4	- Check-off and Agency Shop
Article 9	- Non-Discrimination
Article 20	- Complaint, Grievance and Arbitration Procedure*
Article 20.3	- Informal Procedure for Handling Complaints
Article 21	- Disciplinary Actions*
Article 23.1 - 23.4	- Distinguished Professor**
Article 24.3	- Application of Salary Increases
Article 26	- Welfare Benefits
Article 27	- Retirement
Article 38	- Workers Compensation
Article 39	- Occupational Safety and Health
Article 40	- Educational Technology
Article 41	- No Strike Pledge
Article 42	- Legislative Action
Article 43	- 1999-2000 Financial Provision

* Effective February 1, 1994

** Article 23.1 and 23.4 - Law School Professors shall be eligible for nomination as Distinguished Professors.

ARTICLE 38
RESIDENT SERIES

38.1 Persons in the Resident Series shall be compensated at per credit hour rates as follows:

	1/31/96	2/1/96	9/1/99	10/1/99
Resident Professor	$1,663	$1,819	$1,998	$2,038
	1,938	1,998	2,078	2,118
	2,016	2,078	2,159	2,202
Resident Associate Professor	$1,582	$1,629	$1,694	$1,728
	1,645	1,694	1,762	1,797
	1,711	1,762	1,832	1,869
Resident Assistant Professor	$1,353	$1,342	$1,396	$1,424
	1,355	1,396	1,452	1,481
	1,409	1,451	1,509	1,539
Resident Instructor	$1,116	$1,152	$1,198	$1,222
	1,163	1,198	1,246	1,271
	1,210	1,246	1,296	1,322
Resident Lecturer	$1,116	$1,152	$1,198	$1,222
	1,163	1,198	1,246	1,271
	1,210	1,246	1,296	1,322

a) To be eligible for appointment to these titles a person must be a member of the Instructional Staff of The City University of New York, at the time of application for the position, at least 55 years of age and eligible for service or age retirement, and must retire prior to the appointment to the position.

b) To be eligible to receive appointment in these titles the individual meeting the above requirements shall have first exhausted retirement leave benefits under Section 3107 of the Education Law. Appointment to these titles shall be discretionary with the Board of Trustees on recommendation of the college and be made only where educationally and financially advantageous to the instructional unit and college.

c) Incumbents in this title series will be eligible to receive a movement within schedule on January 1, 1996, and the January first of each succeeding year following completion of at least ten (10) full months of service. The salary rates are set forth in the salary schedule of section 38.1.

38.2 The title assigned to the individual shall correspond to the title held prior to retirement:

Professor	Resident Professor
Associate Professor	Resident Associate Professor
Assistant Professor	Resident Assistant Professor
Instructor	Resident Instructor
Lecturer	Resident Lecturer

36.3 Appointment in the Resident Series shall be for a semester or academic year. The duration of employment in the resident series titles shall not exceed three years.

36.4 The conditions of such employment shall be as follows:

a. Persons holding a title in the Resident Series may teach no more than the lesser of two courses or six credit hours during each academic year.

b. The assignment of courses shall be within the discretion of the departmental chairperson and/or other properly authorized college official.

c. The assignment of courses shall be within the range of offerings previously taught by the Resident staff member, but no resident staff member shall have a claim to teach a particular course.

d. Appointment to Resident Series Titles shall be subject to [illegible]cy of student enrollment and financial ability.

e. Disputes arising under the provisions of this resolution for early retirement shall be subject to section 20.3 hereof, with an appeal permitted to the Chancellor or the Chancellor's designee.

f. An individual who accepts early retirement under this plan shall retain faculty prerogatives under the Bylaws, except that no such person may serve as chairperson, in an excluded management title, or serve on a departmental personnel and budget committee or other personnel committee.

g. Acceptance of a Resident series title shall not preclude the individual from receiving benefits under the CUNY Faculty Welfare Fund to which he/she is otherwise entitled as a retiree.

ARTICLE 37
ACADEMIC CALENDAR

Prior to the implementation of academic calendar changes emanating from the Board of Higher Education Calendar Number 10, April 5, 1976, the impact of such change shall be negotiated by the parties with respect to matters covered by this agreement.

ARTICLE 38
WORKERS COMPENSATION

The parties agree that Workers Compensation shall be made applicable.

ARTICLE 39
OCCUPATIONAL SAFETY AND HEALTH

39.1 The City University shall furnish to each of its employees who is covered by this agreement a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious harm to its employees and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970. An alleged violation of this provision may be grieved up to and including Step 2 of the formal procedure for handling grievances provided by Article 20.4 of the collective bargaining agreement. If the PSC deems it necessary and appropriate to file such a grievance, a written "stop-the-clock" request will be made along with the filing of the grievance in order to allow the cooperative CUNY-PSC health and safety mechanism to operate without interference from the grievance procedures.

39.2 The University and the PSC agree to establish a joint committee on health and safety.

ARTICLE 40
EDUCATIONAL TECHNOLOGY

The University and the PSC will establish an ongoing PSC/management committee, composed of five members designated by the Chancellor and five members designated by the President of the PSC. The committee will designate one of its members to serve as Chair of the committee. The committee will review the literature and national trends in the developing field of educational technology at The City University, and will periodically issue reports to the Chancellor and the President of the PSC. While this Educational Technologies Committee should not be limited in the scope of its inquiry into educational technologies, it will make recommendations to the Chancellor and the President of the PSC only upon issues that directly affect the terms and conditions of employment of employees covered by the collective bargaining agreement with the PSC. This provision will sunset on July 30, 2000, unless renewed by the parties.

ARTICLE 41
NO STRIKE PLEDGE

CUNY and the PSC agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of the law in this regard will not be violated. The University agrees it will not lock out any or all employees during the term of Agreement and the PSC agrees on behalf of itself and its membership that there shall be no strikes, slow-downs or interference with the normal operation of The City University during the term of this Agreement.

ARTICLE 42
LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 43
1996-2000 FINANCIAL PROVISIONS

The financial provisions of this Agreement are within the funding guidelines mandated by the City of New York and the State of New York and were negotiated in accordance with applicable law.

ARTICLE 44
DURATION

44.1 This Agreement shall become effective February 1, 1996 upon its adoption by the Board of Trustees, and its ratification by the membership of the Professional Staff Congress.

44.2 Only the Chancellor or his/her designee together with the President of the PSC or his/her designee may agree to waive a provision of this Agreement.

44.3 This Agreement shall be in effect through July 31, 2000.

Dated: New York, New York
July 6, 1998

The City University of New York

Professional Staff Congress/CUNY

Witnessed By:

APPENDIX
PERTINENT SECTIONS OF THE WORKLOAD SETTLEMENT AGREEMENT

1. This Agreement is applicable to all full-time classroom teaching members of the instructional staff for undergraduate courses.

2.* The annual undergraduate teaching contact hour** workload shall be as follows, it being understood that the term "undergraduate teaching contact hour workload" includes released time assigned to the individual and approved in the college:

Professors, Associate Professors, Assistant Professors in the senior Colleges***	-	21 hours
Professors, Associate Professors, Assistant Professors in the Community Colleges	-	27 hours
Instructors and Lecturers	-	27 hours

In order to avoid the loss of teaching hours due to difficulties in scheduling, the annual undergraduate teaching contact hour workload shall be managed over a three-year period. The intent of this provision is to ensure that classroom contact hours not scheduled in one year because the courses assigned to the faculty member do not permit an exact correspondence with the stated workload, may be scheduled in a subsequent year within the three-year period. Calculated over the three-year period, the average annual undergraduate teaching contact hour workload of every faculty member shall equal the hours specified above.

The annual undergraduate teaching contact hour workload of faculty in substitute titles shall be three hours greater than the annual undergraduate teaching contact hour workload stated herein for the equivalent rank.

* This provision does not apply to instructional situations involving supervision of students in other than organized classes; appropriate multiples in these and related areas shall be determined by the colleges based on past experience and practices.

** For purposes of this Agreement, an undergraduate teaching contact hour is defined as an organized class which meets at a regularly scheduled time during the semester, quarter or session for one fifty minute period or its approved equivalent period.

*** At the College of Staten Island, the undergraduate teaching contact hour workload for Professors, Associate Professors, and Assistant Professors shall be 22 hours. At New York City Technical College the undergraduate teaching contract hour workload for Professors, Associate Professors, and Assistant Professors shall be 27 hours.

3. A. The concepts of Mode I and Mode II as defined in the opinion and Award are inapplicable.

B. In those colleges of the University which have a practice of contact hour multiples for specified courses during the 1981-82 academic year, such practice may be continued.

C. The parties agree that some degree of flexibility in terms of class size and in total student load will be required by the University for the purpose of implementing this Agreement.

D. Other than as provided in Article 6 of the Collective Bargaining Agreement, determination of the adjustment and assignment of released time shall remain discretionary with the University both as to the amount of released time and as to the identity of the individual member of the Instructional Staff to whom such released time is granted.

The following constitutes the Agreements between the City University of New York and the Professional Staff Congress/CUNY on Continuing Education and the Educational Opportunity Centers. These Agreements are supplementary to the Agreement between these parties for the period 1996 - 2000.

CONTINUING EDUCATION

1 DEFINITION

Continuing Education programs are programs which are given under the aegis of a college typically supported by funds processed through the income fund reimbursable account.

2 TITLE AND SALARY

(a) 1) Persons teaching Continuing Education shall be employed in the title, Continuing Education Teacher for which the minimum hourly rate for new hires only shall be $25.61 for the duration of the collective bargaining agreement.

2) Each person employed on or before January 31, 1996 as a Continuing Education Teacher shall be paid at an hourly rate which is 3% more than the employee's January 31, 1996 hourly rate during the period from February 1, 1998 through April 30, 1999. During the period from May 1, 1999 through September 30, 1999, the hourly rate of each person employed on or before April 30, 1999 shall be increased by 4%. Effective October 1, 1999, the hourly rate of each person employed on or before September 30, 1999 shall be increased by 2%.

(b) A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall be compensated for such course on an hourly basis in accordance with the Adjunct and Hourly Professorial Rate provided in Article 24 of the PSC Agreement.

(c) A person who has taught a course in Continuing Education during the period September 1, 1977-August 31, 1978 who is employed to teach such course shall be paid not less than the hourly rate paid to such person during the period September 1, 1977-August 31, 1978 provided such rate did not exceed the Adjunct and Hourly Professorial Rate in Article 24 of the 1977-78 PSC Agreement.

(d) Any teacher who at least once in the period September 1, 1977-August 31, 1978 taught a course and was paid a rate the same as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, 1977-78 for teaching a Continuing Education Course which continues to be offered shall be given first opportunity to teach such course

(e) Any teacher who at least once in the period February 1, 1977-August 31, 1978 taught a course and was paid the same rate as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/ CUNY, 1977-78 for teaching a course which ceases to be offered shall be given first opportunity to teach such course if such course is offered within 18 months of the time that the course ceases to be offered.

3 ACADEMIC REPORT

A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall receive an Academic Report once each year signed by the Director of Continuing Education or his/her designee. This report shall state that services are satisfactory or unsatisfactory. Where the report indicates unsatisfactory service, the reasons for concluding that services are unsatisfactory shall be set forth. The person may respond to the Academic Report and if such response is received it should be attached to the report.

This provision shall not apply to any person who is also a member of the full-time or adjunct teaching staff of the College. In such instances, the Director shall have access to the College's personnel files for the person.

4 COMPLAINT AND GRIEVANCE MACHINERY

(a) Intent:

The parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

(b) Definitions:

(1) A complaint is an informal claim by an employee covered by this Agreement or by the PSC of improper, unfair, arbitrary or discriminatory treatment. A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

(2) A grievance is an allegation that there has been a violation of the stated terms of this Agreement.

(c) Informal Procedure for Complaints:

An employee covered by this Agreement may present and discuss his or her complaint either with or without a representative of the PSC with the Continuing Education Director. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the Continuing Education Director of the unit involved and such discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

(d) Formal Procedure for Grievances

Grievances may be filed by an employee in the bargaining unit, on his or her behalf, or by the Professional Staff Congress on its behalf, or by the Professional Staff Congress on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

A grievance must be stated in writing setting forth the basis therefor with reasonable particularity, including a designation of the section of this Agreement relied upon, and the remedy requested.

Step 1. Grievances shall be filed at the college with the President's designee. The President or the designee shall, within fifteen (15) days excluding Saturdays, Sundays or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The designee shall within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then within fifteen (15) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President's designee, or the expiration of the time limits for making such decision, the grievant or PSC may submit the grievance in writing simultaneously to the Director of Instructional Staff Labor Relations and the Executive Director of the PSC/CUNY, together with a copy of the decision of the President's designee of the College affected and with a copy of any statement and exhibits to be considered. The College affected shall then be asked to submit any statement and exhibits to be considered.

The Executive Director of the PSC/CUNY and the Director of Instructional Staff Labor Relations shall confer in an attempt to dispose of the grievance.

Step 3. If the grievance has not earlier been resolved the person or persons who submitted the grievance at Step 2 may appeal the grievance to Step 3 by serving notice to that effect by certified mail, return receipt requested to the Vice Chancellor for Faculty and Staff Relations.

(e) As the need arises, the University and the PSC shall select an individual to review Step 3 grievances under this Agreement, and to issue a decision orally, or in writing as to the disposition of the grievance.

In no event shall such individual have authority to add to, subtract from, modify or amend the provisions of this Agreement or to appoint or direct an appointment of any person. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The cost of this procedure shall be borne equally by the parties. Expenses for witnesses if utilized, however, shall be borne by the party who calls them. On issues of appointment such individual may make a financial award in an amount not to exceed the salary otherwise attributable to the appointment at issue.

5 The University and the PSC agree that the New York City Health Benefits Program will be available to qualified employees in the title Continuing Education Teacher who are appointed to a position that will continue for more than six (6) months and that requires them to teach a minimum of 20 hours per week and who meet all other eligibility requirements contained in the Summary Plan Description of the New York City Health Benefits Program. This benefit will be available only so long as such employees meet all the requirements specified above.

6 Notwithstanding paragraph 1 above, the Continuing Education Teacher title may be used to offer non-credit bearing remedial and ESL instructional programs provided that:

1) No full-time instructional staff member employed as of September 1, 1998 and having taught in non-credit bearing remedial and ESL instructional programs shall be non-reappointed or retrenched to effect the transfer of the teaching of such courses to Continuing Education Teachers; and

2) Adjuncts teaching non-credit bearing remedial or ESL instructional programs at a College in either of the two semester immediately prior to the implementation of the decision to offer such courses by Continuing Education Teachers will be given priority consideration for appointment as Continuing Education Teachers to teach such courses at that College.

Nothing herein should be construed to alter existing college governance plans or University bylaws, including faculty participation in curriculum matters.

7 Persons and matters covered by this Agreement shall not be covered by any other articles of the Agreement with the PSC except Article 1 (Recognition) Article 3 (Unit Stability) Article 4 (Check-Off and Agency Shop) Article 5 (Information and Data) Article 7 (Organizational Use of Facilities) Article 8 (Non-Discrimination) Article 17 (Jury Duty) Article 38 (Workers Compensation) Article 39 (Occupational Safety and Health) Article 40 (Educational Technology) Article 41 (No Strike Pledge) Article 42 (Legislative Action) Article 44 (Duration).

EDUCATIONAL OPPORTUNITY CENTERS AGREEMENT

Pursuant to an agreement entered into the 25th day of April, 1980 by and between The City University of New York and the Professional Staff Congress/CUNY

1. The Professional Staff Congress/CUNY is recognized by the City University as the exclusive collective bargaining representative under the Public Employees' Fair Employment Act for the period beginning April 25, 1980 for persons employed at the Educational Opportunity Centers sponsored by the Borough of Manhattan Community College, New York City Technical College, and Bronx Community College in the following titles:

EOC Adjunct Lecturer
EOC Adjunct College Laboratory Technician
EOC Assistant Registrar*
EOC College Laboratory Technician
EOC Higher Education Officer
EOC Higher Education Associate
EOC Higher Education Assistant
EOC Assistant to Higher Education Officer
EOC Assistant to Higher Education Officer I
EOC Assistant to Higher Education Officer II
EOC Higher Education Aide*
EOC Lecturer
EOC Substitute (full-time title)

Employees in the following functions or titles are excluded:

Director
Associate Director
Assistant Director
Coordinator (Number of Coordinators not to exceed those specified in contract between The State University of New York ("SUNY") and the individual college)

*No further appointments or promotions may be made in EOC Registrar series titles or to the EOC HE Aide title effective January 1, 1988. Effective January 1, 1993, the EOC HE Aide title shall be converted to EOC Assistant to Higher Education Officer or EOC Assistant Higher Education Officer I. Salary treatment shall be as stated in Article 13.4 of this agreement.

2. The terms and conditions of employment for the above titles shall be those contained in the University's Bylaws, and, written policies of the Board for parallel titles, except that application of such Bylaws and policies may require modification because of the special organization structure of the EOCs, the provisions of a) listed below; and, in addition, the following provisions of the 1996-2000 Agreement between The City University of New York and the Professional Staff Congress/CUNY (the "Master Agreement") set forth in b) below shall be applicable to EOC titles.

a) Effective September 1, 1988, benefits will be provided to the Bronx, Brooklyn and Manhattan Educational Opportunity Center employees as follows:

1) Health Insurance: to be covered in a side agreement

2) Retirement: TIAA/CREF (Mandatory)

3) One thousand one hundred seventy-five dollars ($1175) effective February 1, 1995 shall be contributed to the PSC-CUNY Welfare Fund on a per capita per annum basis for all full-time eligible members of the instructional staff. The per capita count shall be based on the life insurance enrollment figures. Determination of eligibility and of benefits is to be made by the PSC-CUNY Welfare Fund.

4) Workers' Compensation

b) The following articles of the Master Agreement shall be applicable to employees of the EOCs except that application of such articles may require modification of the procedures and practices because of the special funding and organizational structure of the EOCs.

Preamble

Article 1- Recognition

Article 2- CUNY PSC Relationships

Article 3- Unit Stability

Article 4- Check-Off and Agency Shop

Article 5- Information and Data

Article 6- Reassigned Time

Article 7- Organizational Use of Facilities

Article 8- Non-Discrimination

Article 9- Appointment and Reappointment except 9.6 and 9.8

Article 10- Schedule for Notification of Reappointment and Non-Reappointment except 10.1(b)1

Article 11- Classification of Titles except for 11.1 (the last two (2) sentences), 11.2, 11.5, 11.6

Article 12- Certificate of Continuous Employment except for 12.6

Article 13- Multiple Year Appointment for Higher Education officer (HEO) Series, except that an employee who meets the qualifications in an EOC HEO series title shall gain a multiple year appointment in a respective EOC upon recommendation to and approval by the Board of Trustees. Such appointment or service toward a multiple year appointment is not transferable to any other EOC or unit of The City University.

Article 14-	Leaves and Holidays, except that the period of annual leave for EOC Lecturers shall be from the day after commencement at the Center until the August 30th following such commencement or an equivalent consecutive period.
Article 15-	Workload except for 15.1(c), 15.3
Article 16-	Temporary or Disability Leave, except 16.3, 16.6
Article 17-	Jury Duty
Article 18 -	Professional Evaluation, to the extent applicable and practicable and in accordance with the organizational structure of the EOCs
Article 19-	Personnel Files
Article 20-	Complaint, Grievance and Arbitration Procedure
Article 21-	Disciplinary Actions
Article 22-	Increased Promotional Opportunities, except 22.1, 22.2, 22.3, 22.4
Article 24-	Salary Schedules, except that the salary schedules therein are not applicable to the EOCs and the schedules set forth in 2(d) below shall be applicable
Article 29-	Waiver of Tuition Fees
Article 30-	Facilities and services
Article 31-	Rehiring of Persons Who are Discontinued
Article 32-	Discontinuances
Article 33-	Faculty and Staff Development
Article 38-	Workers Compensation
Article 39-	Occupational Safety and Health
Article 40-	Educational Technology
Article 41-	No Strike Pledge
Article 42-	Legislative Action
Article 43-	1998-2000 Financial Provisions
Article 44-	Duration

E.O.C LECTURER

1/31/96	2/1/96	5/1/99	10/1/99
$27,454	$28,278	$29,409	$29,997
28,552	29,409	30,585	31,197
29,694	30,585	31,808	32,444
31,540	32,491	33,791	34,467
33,162	34,177	35,544	36,255
34,468	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,852	38,780	40,331	41,138
38,960	40,129	41,734	42,569
40,287	41,475	43,134	43,997
41,373	42,620	44,533	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
45,499	46,864	48,738	49,714
47,344	48,764	50,715	51,729
48,189	50,669	52,692	53,746

E.O.C LECTURER * DOCTORAL SCHEDULE

1/31/96	2/1/96	5/1/99	10/1/99
$30,851	$31,777	$33,048	$33,709
32,085	33,048	34,370	35,057
33,368	34,369	35,744	36,459
35,219	36,276	37,727	38,482
36,858	37,965	39,484	40,274
38,164	39,309	40,901	41,699
40,018	41,220	42,869	43,726
41,325	42,565	44,268	45,153
42,836	43,915	45,672	46,585
43,842	45,230	47,075	48,011
45,247	46,604	48,488	49,457
46,557	47,954	49,872	50,869
47,865	49,301	51,273	52,298
49,174	50,649	52,675	53,729
51,019	52,552	54,652	55,745
52,864	54,459	56,628	57,761

* See provisions of Article 24.2

E.O.C HIGHER EDUCATION OFFICER

1/31/96	2/1/96	5/1/99	10/1/99
$48,414	$49,869	$51,861	$52,898
50,291	51,862	53,936	55,015
52,363	53,939	56,093	57,215
54,216	55,842	58,076	59,238
55,854	57,530	59,831	61,028
58,335	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,284	64,256	66,837	68,174
64,021	66,539	69,201	70,585
66,836	68,812	71,564	72,995
69,332	71,818	74,483	75,973
72,257	74,425	77,402	78,950
74,980	77,229	80,318	81,924
77,128	79,442	82,629	84,272
79,277	81,656	84,921	86,619

E.O.C HIGHER EDUCATION ASSOCIATE

1/31/96	2/1/96	5/1/99	10/1/99
$39,003	$40,173	$41,780	$42,616
40,583	41,780	43,451	44,320
42,196	43,452	45,190	46,094
44,039	45,360	47,174	48,117
45,672	47,042	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
54,334	55,955	57,881	59,039
55,854	57,530	59,831	61,028
58,335	59,776	62,167	63,410
60,212	62,018	64,499	65,789
62,284	64,256	66,837	68,174
64,952	66,994	69,823	69,995
69,736	67,702	70,419	71,818

E.O.E ASSISTANT TO HIGHER EDUCATION OFFICER

1/31/96	2/1/98	5/1/99	10/1/99
$24,092	$24,804	$25,796	$26,312
25,045	25,796	26,828	27,365
26,047	26,828	27,901	28,459
27,242	28,059	29,181	29,765
28,279	29,127	30,292	30,898
29,694	30,585	31,808	32,444
31,345	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,850	38,780	40,331	41,138
39,860	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,373	42,620	44,333	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
46,329	46,899	48,947	49,916
46,452	47,846	49,769	50,765

E.O.E HIGHER EDUCATION ASSISTANT

1/31/96	2/1/98	5/1/99	10/1/99
$29,931	$30,829	$32,062	$32,703
31,128	32,062	33,344	34,011
32,373	33,344	34,678	35,372
35,862	36,938	38,416	39,184
37,172	38,287	39,818	40,614
39,133	40,307	41,919	42,757
40,440	41,653	43,319	44,185
41,859	43,115	44,840	45,737
43,495	44,800	46,592	47,524
45,872	47,248	48,924	49,902
47,858	49,294	51,266	52,291
50,031	51,532	53,593	54,665
52,213	53,779	55,930	57,049
53,829	55,440	57,658	58,811
55,436	57,099	59,383	60,571

E.O.E ASSISTANT REGISTRAR

1/31/96	2/1/98	5/1/99	10/1/99
$27,454	$28,279	$29,409	$29,997
28,552	29,409	30,585	31,197
29,694	30,585	31,808	32,444
31,345	32,491	33,791	34,467
33,182	34,177	35,544	36,255
34,488	35,523	36,944	37,683
36,344	37,434	38,931	39,710
37,850	38,780	40,331	41,138
39,860	40,129	41,734	42,569
40,267	41,475	43,134	43,997
41,373	42,620	44,333	45,424
42,882	44,168	45,935	46,854
44,190	45,516	47,337	48,284
46,329	46,899	48,947	49,916
46,452	47,846	49,769	50,765

E.O.E ASSISTANT TO HIGHER EDUCATION OFFICER *

1/31/96	2/1/98	5/1/99	10/1/99
$45,499	$46,864	$48,739	$49,714
46,829	46,827	48,846	50,847
47,798	48,783	51,191	52,194

* For incumbents covered by Article 24.2

E.O.E ASSISTANT TO HIGHER EDUCATION OFFICER *

1/31/96	2/1/98	5/1/99	10/1/99
$26,247	$26,829	$27,361	$28,419
27,242	28,059	29,181	29,765
28,279	29,127	30,292	30,898
29,694	30,585	31,808	32,444
31,345	32,491	33,791	34,467

* In accordance with Article 13.4

E.G.E COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$23,197	$23,893	$24,849	$25,348
24,125	24,849	25,843	26,360
25,090	25,843	26,877	27,415
26,240	27,027	28,108	28,670
27,240	28,057	29,179	29,763
28,602	29,460	30,638	31,251
29,477	30,361	31,575	32,207
30,347	31,257	32,507	33,157
31,220	32,157	33,443	34,112
32,091	33,054	34,376	35,064
33,182	34,177	35,544	36,255
34,270	35,298	36,710	37,444
35,361	36,422	37,879	38,637
36,452	37,545	39,048	39,829
37,991	38,429	39,997	40,796
39,149	39,268	40,854	41,691

E.G.E LECTURER
E.G.E ADJUNCT LECTURER

1/31/96	2/1/98	5/1/99	10/1/99
$40.80	$47.17	$48.08	$50.04
47.83	48.08	51.02	52.04
48.04	51.03	53.07	54.13
51.17	53.02	55.45	56.56
53.08	55.00	57.82	58.98

E.G.E COLLEGE LABORATORY TECHNICIAN
E.G.E ADJUNCT COLLEGE LABORATORY TECHNICIAN

1/31/96	2/1/98	5/1/99	10/1/99
$18.08	$18.62	$19.36	$19.75
18.80	19.36	20.13	20.53
19.55	20.14	20.95	21.37
20.10	20.81	21.72	24.18
24.77	25.51	26.53	27.06

3. An employee who meets the qualifications shall be awarded tenure in a respective EOC upon recommendation to and approval by the Board of Trustees. Such tenure or service toward tenure are not transferable to any other EOC or unit of The City University.

4. The City University's obligations to employees at each of the Educational Opportunity Centers covered by this agreement shall be subject to:

   a) renewal of the annual agreement between the sponsoring college and the State University of New York.

   b) provisions for the payment of such obligations in the budget of each Educational Opportunity Center approved by the State University of New York.

5. This agreement shall become effective upon acceptance by The City University, the Professional Staff Congress/CUNY, and The State University of New York.

PSCcuny

Professional Staff Congress/City University of New York
25 West 43rd Street New York, New York 10038 212/354-1252

**American Federation of Teachers Local 2334,
New York State AFL-CIO. New York State United
Teachers. New York City Central Labor Council.
American Association of University Professors.**